RMIT UP
UNIVERSITY PATHWAYS

RMIT UP
FOUNDATION STUDIES

ENTERPRISE AGREEMENT 2026

DECISION

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

RMIT Training Pty Ltd Trading AS RMIT University Pathways (RMIT Up)
(AG2026/2370)

RMIT UP FOUNDATION STUDIES ENTERPRISE AGREEMENT 2026

Educational services

COMMISSIONER TRAN MELBOURNE, 9 OCTOBER 2026

Application for approval of the RMIT UP Foundation Studies Enterprise Agreement 2026

[1] RMIT Training Pty Ltd has applied for approval of an enterprise agreement known as the *RMIT UP Foundation Studies Enterprise **Agreement** 2026* under s 185 of the *Fair Work **Act** 2009* (Cth).

[2] The Agreement is a single enterprise agreement.

[3] I observe that the following clauses are likely to be inconsistent with the **National Employment Standards**:

- Clause 26.1 – regarding annual leave
- Clause 26.4 – regarding withholding monies at termination
- Clause 27.3 – regarding parental leave
- Clause 28.8 – regarding personal leave
- Clause 29 – regarding compassionate leave
- Clause 50.10 – regarding redundancy

[4] Clause 3.5 of the Agreement gives **precedence to the NES,** and I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[6] I raised a concern with the parties regarding clause 8.16 of the Agreement, which provides:

> Where a Casual employee is required to attend on site/campus for duty it will be for a minimum of 2 paid hours per day, inclusive of any incorporated time and payment as

defined in sub-clause 8.14. For clarity, this does not apply to work duties completed remotely, meetings joined remotely or non-mandatory attendance on site/campus.

[7] On the basis of the parties' submissions and modelling provided by the employer, I am satisfied that a casual employee is nevertheless better off overall under the terms of the Agreement than under the relevant award.

[8] The Australian Education Union (**AEU**) and the National Tertiary Education Industry Union (**NTEU**) each lodged a Form F18 statutory declaration giving notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) of the Act, I note the Agreement covers the AEU and NTEU.

[9] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 16 October 2026.

[10] In accordance with clause 2.2, the **nominal expiry date** of the Agreement is 30 June 2029.



COMMISSIONER

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Acknowledgement of Country





RMIT UP acknowledges the people of the Woi wurrung and Boon wurrung language groups of the eastern Kulin Nation on whose unceded lands we conduct our business on.

RMIT UP respectfully acknowledges their Ancestors and Elders, past and present. RMIT UP also acknowledges the Traditional Custodians and their Ancestors of the lands and waters across Australia where we conduct our business.

RMIT UP Foundation Studies
Enterprise Agreement 2026

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PART A ABOUT THIS AGREEMENT

1. AGREEMENT TITLE

1.1 This enterprise agreement is to be known as the RMIT UP Foundation Studies Enterprise Agreement 2026 ("Agreement").

2. TAKING EFFECT

2.1 This Agreement will become operative seven (7) days after approval by the Fair Work Commission and will continue until it is replaced by another enterprise agreement.

2.2 This Agreement will have a nominal expiry date of 30 June 2029.

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

3. COVERAGE OF THIS AGREEMENT AND RELATIONSHIP WITH OTHER INSTRUMENTS

3.1 This Agreement covers:

(a) The Employer;

(b) Foundation Studies Employees;

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

(d) National Tertiary Education Union, subject to the provision of section 201(2) of the FW Act.

3.2 For the avoidance of doubt, this Agreement does not apply to Employees who are covered by the RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023 or its successor.

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

3.4 This Agreement operates to the exclusion of any previous enterprise agreements and wholly replaces any previous enterprise agreements or Awards which may otherwise, but for this clause, apply to the Employees (unless specifically referred to in this Agreement).

3.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this

Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

4. EXPLANATION AND AVAILABILITY OF THIS AGREEMENT

4.1 The terms and conditions of this Agreement shall be explained to all existing Employees prior to its commencement. New Employees will receive a copy of this Agreement upon commencement.

4.2 Copies of this Agreement will be made readily available upon request to any Employee covered by it. The Agreement will also be made available on the Employer's online Portal.

5. DEFINITIONS

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

Agreement means this RMIT UP Foundation Studies Enterprise Agreement 2025.

Award means Educational Services (Post-Secondary Education) Award 2020.

Casual employee means a person engaged by the hour and employed on an irregular basis or for a short period of time. Casual employment has a corresponding meaning.

CEO means the Chief Executive Officer.

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 their decision.

Educator means an employee who is classified as an Educator in accordance with Clause 10 and Schedule 1 -Table 2.

Employee means a person employed by the Employer who is covered by this Agreement.

Employer or The Employer means RMIT Training Pty Ltd. (trading as RMIT UP).

Family member means

(a) a member of the employee's household; or

(b) a member of the employee's immediate family including

i. partner (i.e., spouse/de facto relationship, which will include same sex partners), former partner, child, foster child, grandchild, parent, legal guardian, parent-in-law, grandparent, brother or sister of the employee;

ii. child (including an adopted child, foster child, step child or an ex-nuptial child), parent, legal guardian, grandparent, grandchild, brother or sister of the employee of the employee's partner or former partner;

iii. a relative who has taken the place of a parent or of a relative residing with the employee at the time of such illness or death;

iv. a person for whom the employee has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (a) – (b) above.

Fixed-term employee means an Employee employed for a specified term or ascertainable period as permitted by the Fair Work Act. Fixed-term employment has a corresponding meaning.

Foundation Studies employees means the Educators and Senior Educators described in the classifications listed in Schedule 1 to this Agreement engaged in the Foundation Studies program of RMIT UP.

FSCC means Foundation Studies Consultative Committee established under clause 49 of this agreement.

Full-time employee means an employee (other than a Casual Employee) who is engaged to work ordinary hours of work prescribed in sub-clause 14.1 of this Agreement. Full-time employment has a corresponding meaning.

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

FWC means the Fair Work Commission or its successor.

Kinship for the purposes of this Agreement refers to the system of social relationships within Aboriginal and Torres Strait Islander communities that extend beyond immediate family, including Cousins, Aunties, Uncles, Elders and other respected individuals within their community, regardless of biological relation. These relationships create recognised responsibilities for the support, care, and well-being of others within the Indigenous community to which they belong.

NES means the National Employment Standards in the Fair Work Act.

Ongoing employment means full-time or part-time employment other than employment on a Fixed-term or Casual basis.

Ordinary hourly rate means

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

Part-time employee means an Employee (other than a Casual employee) employed for less than 38 ordinary hours per week. **"Part-time employment"** has a corresponding meaning.

Parties means the parties covered by this Agreement.

Partner means a person who, whether legally married to the employee or not is in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former *de facto* spouse of the employee.

Senior Educator means an employee who is appointed to a role classified as a Senior Educator in accordance with Clause 10 and Schedule 1 -Table 1.

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

6. WORKPLACE CULTURE AND ANTI-DISCRIMINATION

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

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

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

6.4 All Employees will be encouraged to undertake inter-cultural training as required.

6.5 Nothing in this clause 6 is to be taken to affect:

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

6.6 The Employer is committed to achieving the objectives of the *Workplace Gender Equality Act 2012 (Cth).*

Aboriginal and/or Torres Strait Islander employment

6.7 The Parties to this Agreement acknowledge and recognise Aboriginal and/or Torres Strait Islander Peoples as the Original Peoples of Australia.

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

6.9 The Employer commits to the development and monitoring of an annual Indigenous and Torres Strait Islander recruitment action plan. The Employer will use its best endeavours to establish realistic targets for the employment of Aboriginal and/or Torres Strait Islander employees during the first year of this Agreement.

6.10 The Employer will use its best endeavours to ensure that all people leaders are trained in Advancing Reconciliation

6.11 The parties to this Agreement recognise that Aboriginal and/or Torres Strait Islander employees may experience racism and environments that are culturally unsafe. The parties are committed to eliminating racism from the workplace and creating an inclusive workplace including the provision of ongoing cultural awareness training.

6.12 Where an Aboriginal and/or Torres Strait Islander Employee agrees to assist at the preparation, implementation and embedding of Aboriginal and Torres Strait Islander culture in the work of the Employer, this will be reflected in their work plan.

PART B EMPLOYMENT UNDER THIS AGREEMENT

7. LETTER OF OFFER AND APPOINTMENT

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

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

7.2 The appointment is confirmed when the Employee signs the letter of offer and returns it to The Employer.

8. MODES OF EMPLOYMENT

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

(a) Ongoing employment on a full-time or part-time basis;
(b) Fixed-term employment on a full-time or part-time basis; or
(c) Casual employment.

Part-time employment

8.2 The provisions of this Agreement apply on a pro-rata basis to Part-time employees.

8.3 Part-time employment may be available to allow Employees to work a portion of the normal workload of a Full-time employee.

8.4 The Employer is required to roster a part-time employee for a minimum of 2 consecutive hours on any day.

Fixed-term employment

8.5 The Employer will engage Employees on a fixed-term basis as permitted by the Fair Work Act and typically in circumstances where:

(a) it is to replace an Employee on leave;
(b) funding cannot be regarded as ongoing;
(c) new, changed or short-term program areas are introduced;
(d) fluctuating student numbers impact the stability of an existing program and/or reducing numbers threaten the viability of an existing program.

8.6 An Employee engaged on fixed-term contract will have a probation period of up to six (6) months apply. Where an Employee has been previously employed in a substantially similar role or as a timetabled casual educator for more than one (1) semester, a probation period will not apply. During the probation period, either party may terminate the employment by the provision of five (5) weeks' notice. The Employer may make a payment in lieu of giving notice.

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

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

8.8 If an Employee has been appointed to a fixed-term contract to backfill a position of an Employee who is away on parental leave, the Employer must inform the replacement

Employee that their fixed-term contract is temporary and that the incumbent has a right to return to work prior to the nominal term. If the incumbent exercises this right to return to work, in these circumstances, then the fixed-term contract may be terminated with notice in accordance with clause 50.16 of the Agreement.

Casual employment

8.9 An Employee may only be employed on a casual basis where the work to be performed is of an irregular nature or for a short period of time.

8.10 For the purposes of clause 8.9, '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 thirty (30) days. A Casual employee in this circumstance may be required to take the full allocation of Teaching and Teaching-Related Duties of the Employee being replaced; or

(b) The work to be performed does not exceed eight (8) hours of Teaching Duties per week, or by mutual consent, up to a maximum of twenty-one (21) hours of Teaching Duties in any one (1) week, to a maximum of 720 hours of Teaching Duties per year. However, the maximum of twenty-one (21) hours of Teaching Duties per week may be exceeded by mutual agreement, subject to no Casual employee exceeding 42 hours of Teaching Duties in a two-week roster period.

8.11 Casual employees will not be entitled to:

(a) Paid leave of any kind other than leave in accordance with clause 31 (Long Service Leave);
(b) Annual leave loading;
(c) Public holidays;
(d) Termination pay, including notice/severance for redundancy;
(e) Rates for excess teaching in accordance with clause 22.

8.12 Subject to clause 8.124, a Casual Employee shall be paid the appropriate rate as set out in SCHEDULE 4 (S4.2) depending on whether they are performing:

(a) Teaching and Teaching-Related Duties as defined in sub-clause 14.4 (a) (i) and 14.4 (b) (i); or
(b) Other Duties as defined in, but not limited to, sub-clause 14.4 (c) (i)

8.13 The rates set out in SCHEDULE 4 (S4.2) include a casual loading of 25% in lieu of benefits under this Agreement to which Casual employees are not entitled.

8.14 The rate for Teaching Duties for a Casual employee is inclusive of 0.5 hours of Teaching- Related Duties. Any Teaching-Related Duties required in excess of 0.5 hours (as agreed to by the Employee's manager or supervisor) shall be paid at the Non-Teaching rate.

8.15 In relation to clause 8.14, the Casual Employee's manager or supervisor will have regard to complexity of the allocated teaching load including (but not limited to) factors such as class size, nature of assessments, complexity of student cohort and/or assessment development requirements when determining whether additional Teaching-Related Duty time should be allocated. Such hours will not be included in the 720 maximum hours referred to in sub-clause 8.10 (b).

8.16 Where a Casual employee is required to attend on site/campus for duty it will be for a minimum of 2 paid hours per day, inclusive of any incorporated time and payment as defined in sub-clause 8.14. For clarity, this does not apply to work duties completed remotely, meetings joined remotely or non-mandatory attendance on site/campus.

8.17 Where the Employer considers it desirable for a Casual employee to attend meetings or professional learning sessions, these hours shall not be included in the 720 hours of Teaching Duty maximum referred to in sub-clause 8.10 (b) above provided the Employee is paid at the Non-Teaching rate prescribed in this Agreement.

8.18 The Employer will not fail to re-engage a Casual employee because the Employee accessed the entitlements provided for in this clause 8. The rights of the Employer to engage or not engage a Casual employee are otherwise not affected.

Commitments

8.19 The Parties recognise the preferred mode of employment as being Ongoing 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. It is agreed that Fixed-term and Casual employment will not be used to substitute for Ongoing employment.

8.20 The Employer commits to

(a) providing opportunities for Ongoing and Fixed-term contracts where possible as determined by operational needs and business objectives; and
(b) considering, as a normal part of its annual planning, the scope for providing additional Ongoing and Fixed-term contract positions.

8.21 On an annual basis each May during the life of this Agreement, the Employer will initiate a process to:

(a) Assess the capacity of the Employer to offer new or additional Ongoing and Fixed-term contracts; and
(b) When assessing this capacity, the Employer will take into account
    (i) The pattern of student enrolments over the preceding 2 years;
    (ii) The anticipated number of students in the foreseeable projections for 12 months; and
    (iii) Other relevant factors that impact staffing requirements and conditions to support additional Ongoing or Fixed-term employment.

8.22 The outcome of the annual review will be in late June/early July. The Employer will take reasonable steps to communicate the outcome to Foundation Studies employees.

8.23 Where the Employer is in the position to increase the number of Ongoing or Fixed-term opportunities based on the above assessment, the Employer will open an Expression of Interest (EOI) opportunity for eligible Employees for a conversion opportunity.

9. CONVERSION

CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

General

9.1 A Casual Employee may seek conversion to Ongoing or Fixed-term employment in accordance with the NES.

10. CLASSIFICATION

10.1 The classification structure comprises:

(a) A 'Senior Educator Class' consisting of three (3) levels (SE1 - SE3) covering

three (3) streams (Management; Curriculum and Project Design; Teaching); and

(b) An 'Educator Class' consisting of eleven (11) levels (E0 - E10).

10.2 Further details of the classification structure are set out as follows:

(a) SCHEDULE 1 contains a diagrammatical representation of the classification structure;

(b) SCHEDULE 2 contains classification standards

10.3 An Employee's classification is subject to the Employee meeting the minimum qualification standards as outlined in the National Standards for Foundation Programs (Standard 9 – Teacher Qualifications), as amended from time to time (although not incorporated into this Agreement), and based on their number of years of relevant teaching experience. SCHEDULE 3 includes a copy of the prevailing standards as current at the time of the commencement of this Agreement.

11. PROGRESSION ARRANGEMENTS

11.1 The two classification structures set out in SCHEDULE 1 operate as separate, standalone arrangements that are governed by their own rules.

11.2 Employees employed in the Educator classification shall proceed by annual increment from the minimum to the maximum of the salary scale appropriate to their classification and level on the anniversary of their date of appointment subject to achieving a satisfactory outcome on the annual review of their performance. Progression will continue until level E10 is reached and there is no progression from the Educator classification structures into the Senior Educator classification.

11.3 An Employee must be expressly appointed to a Senior Educator role as relevant or appropriate. Each Senior Educator role remains at its designated level.

12. PERFORMANCE APPRAISAL

12.1 The annual review of an Employee's performance must be conducted as part of the Performance Appraisal System (although not incorporated into the Agreement) established and in place at the commencement of this Agreement.

12.2 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) The Employer has counselled the Employee and explained clearly:
    (i) the requirements that are expected;
    (ii) how the Employee has failed to fulfil these requirements; and
    (iii) the consequences of continued or repeated failure to meet these requirements; and

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

12.3 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 taken. Where an Employee's increment is deferred under this clause, the deferral will remain until the Employee has satisfied all the requirements set out in their performance improvement plan.

12.4 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.

13. PROFESSIONAL DEVELOPMENT

13.1 The Employer is committed to supporting and encouraging Employees to participate in internal and external training and professional development activities to ensure Employees continually enhance and maintain their professional skills and knowledge.

13.2 Professional development is a shared responsibility between managers and Educators, linked to the strategic objectives of the organisation and aimed at facilitating the individual growth of Employees in ways that will enhance student outcomes.

13.3 Managers are responsible for ensuring the development needs of Employees are identified and addressed through regular performance reviews and discussions.

13.4 Employees are responsible for identifying their professional development needs and participating in professional development opportunities.

13.5 Professional development will be managed in accordance with the RMIT UP

professional development policies and guidelines (which are not incorporated into this Agreement).

13.6 During non-teaching periods employees may be required to attend on campus to participate in any professional development provided by the Employer

14. WORKLOAD PLANNING AND ALLOCATION

Work Hours

14.1 Work Hours for an Employee employed under this Agreement are 38 per week (or a pro-rata amount for Part-time employees). Full-time employees are accountable for 1710 Work Hours in a calendar year, based on the following assumptions:

(a) 38 hours per week x 45 weeks (1710 hours);
(b) 38 hours per week x 4 weeks (152 hours) of annual leave;
(c) 7.6 hours per day x 11 days (83.6 hours) of public holidays; and
(d) 7.6 hours per day x 4 days (30.4 hours) of Non-Working Days

14.2 The span of ordinary hours is from 8:00am 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 the Employer. The Employer may not make such a direction where an Employee has primary care responsibilities, in which case agreement of the Employee is required.

14.3 The Employer may direct an Employee to commence work on any day between 6:00am and 8:00am 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. The Employer shall not unreasonably require an Employee with primary care responsibilities for member/s of their immediate family or household to commence work between 6:00am and 8:00am.

Work Hours

14.4 Ongoing and Fixed-term employee Work Hours are to be allocated in the Employee's Workload Plan and Allocation according to the following categories of duties:

(a) Teaching Duty Hours

(i) Teaching Duty Hours, whether delivered at the premises of

the Employer or elsewhere and whether delivered in person, online or by other means, means:

- sessions of instruction and/or
- supervision and/or
- direct observation of students

Including:

- Home group
- Observation for the purpose of assessment
- Marking of attendance

(ii) The maximum number of Teaching Duty Hours which may be allocated in an Employee's Workload Plan and Allocation is 800 hours in the Annual Teaching Period (**Maximum Teaching Duty Hours**).

(iii) The Parties acknowledge that the workload for Full-time employees typically is twenty (20) Teaching Duty hours plus one (1) Home Group hour per week.

(iv) An Employee's Workload Plan and Allocation may provide for Teaching Duty Hours of less than the Maximum Teaching Duty Hours, having regard to the factors in clause 14.4 (b) (iii), the Teaching-Related Duty Hours and/or Other Duty Hours to be performed.

(v) Employees who are required by the Employer to develop new curriculum and related assessments may receive a time allowance of up to eighty (80) hours per year. Time allowances are to be deducted from the Maximum Teaching Duty Hours.

(vi) The Maximum Teaching Duty Hours will be proportionately reduced where an Employee takes more than four (4) 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 Plan and Allocation as required.

(viii) Teaching Duty Hours will be allocated no less than two weeks in advance of each timetabled teaching period (of not less than four weeks) and may only be varied with the agreement of the Employee concerned. Where Teaching Duty Hours are cancelled by the Employer with less than two weeks' notice, the Teaching Duty Hours will be deemed to have been taught.

(ix) Clause 14.4 (a) (viii) does not apply to the first four (4) weeks of a teaching program in each semester.

(x) Consultation and agreement of an Employee is required for any allocation of more than twenty-one (21) Teaching Duty Hours in any one week, provided that an Employee shall not unreasonably refuse the Employer's request to perform an allocation of more than twenty-one (21) Teaching Duty Hours in any one week.

(xi) Any agreement under clause 14.4 (a) (x) must not provide for more than an average of twenty-one (21) Teaching Duty Hours per week over a semester.

(xii) Notwithstanding any other provisions of this Agreement, the Employer may assign Teaching Duty Hours to an Employee to cover the absence of another Employee (**Absence Cover Teaching Hours**) subject to the terms of this clause 14.4 a(xii). Absence Cover Teaching Hours shall not exceed 3 hours per fortnight or 24 hours per year, except in circumstances where:

a) Teaching Duty Hours are less than twenty-one (21) hours per week for full-time Employees (pro rata for part-time Employees) ; and

b) the Employee has not been reallocated to other tasks/projects or to perform Other Duty Hours to make up the shortfall in Teaching Duty Hours in a) above.

c) Where the circumstances in a) – b) above are satisfied, an Employee may be assigned Absence Cover Teaching Hours up to twenty-one (21) Teaching Duty Hours per week for full-time Employees (pro-rata for part-time

employees) before the cap of three (3) hours per fortnight or twenty-four (24) hours per year is applied.

(b) Teaching-Related Duty Hours

(i) Teaching-Related Duty Hours means those duties directly related to the allocated Teaching Duty Hours, such as but not limited to

- preparation,
- assessment,
- student reports, and
- student consultation

For the purpose of this clause, **Student consultation** includes individual or collective dialogue with students that is directly related to learning outcomes associated with the allocated teaching load and includes such things as communication through the learning management system (at the time of the Agreement, Canvas) and the management of Equitable Learning Plans.)

(ii) The number of Teaching-Related Duty Hours which may be allocated in an Employee's Workload Plan and Allocation is 0.5 of an hour for each Teaching Duty Hour allocated, except in circumstance where additional Teaching-Related Duty hours are approved giving consideration to the factors in clause 14.4 (b)(iii).

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

a) the complexity of the allocated teaching load (including student demographics and the number of allocated courses);
b) the number of students in each class;
c) the nature of the assessment required; and
d) any other relevant factors.

(c) Other Duty Hours

(i) Other Duty Hours include any duties within the scope of an Employee's position which are not Teaching Duty Hours or Teaching-Related Duty Hours. These may include tasks such as, but not limited to:

- student enrolment and orientation activities,
- course lead duties,
- projects related to program improvement,
- student exhibitions,
- university outreach, and
- the Employee's Professional Learning activities.

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

(iii) An Employee who is assigned responsibility as an OH&S Employee Representative shall receive sufficient time as part of the Other Duty Hours allocated in the Employee's Workload Plan and Allocation, 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.

Principles of workload planning and allocation

14.5 The Employer will ensure that managers are aware of the requirements in relation to workload planning and allocation and that Employees are advised of the allocation provisions in this Agreement.

14.6 The Parties agree that, from the semester immediately following the semester during which this Agreement becomes effective, the allocation of duties for Employees 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 the categories of duties within their teaching stream;

(b) the line manager, in consultation with the Employee, will be responsible for allocating duties to the Employee in their Workload Plan and Allocation

according to the categories of duties and associated parameters and guidelines, described in clause 14.4;

(c) the work location will be determined having regard to the requirements of the allocated duties;

(d) the line manager will be responsible for preparing and providing a Workload Plan and Allocation prior to the commencement of each semester for each direct report within their teaching stream;

(e) the Employee's Workload Plan and Allocation will reflect a fair, transparent and equitable allocation of category of duties 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;

(f) the Employee and the Employee's line manager shall share responsibility for regularly reviewing the Employee's Workload Plan and Allocation against the business requirements; and

(g) 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 categories of duties within their teaching stream. Such adjustments will be reflected by way of amending the Workload Plan and Allocation.

Concerns regarding workload planning and allocation

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

14.8 If the meeting with the line manager does not resolve the Employee's concerns, the Employee may notify the senior executive responsible of the Employee's concerns by providing:

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

(b) a description in writing of the duties in their Workload Plan and Allocation that will result, or are resulting, in the Employee being unable to perform at a professional standard within their Work Hours.

14.9 If the Employee's concerns are unable to be resolved, the Employee may refer their workload dispute to the senior executive responsible for the Foundation Studies program or their delegate.

14.10 If the senior executive responsible for the Foundation Studies program or their delegate is unable to resolve the Employee's concerns, the Employee may refer their concern in accordance with clause 45 of this Agreement to the Fair Work Commission.

Workload Commitment

14.11 The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life

14.12 The Employer will continue to resource its commitment to the Rapid Cycle Improvement (RCI) Plan, (as amended from time to time and which is not incorporated into this Agreement). The RCI Plan is based on a joint commitment from management and Employees to assist in identifying and addressing factors that may give rise to workload concerns and burden.

14.13 Through the RCI Plan, management and Employees will undertake a range of proactive initiatives together including:

(a) Adopting a more rigorous approach to planning, including annualised planning and utilisation of non-teaching periods,
(b) Administering protocols for applying complexity factors and reliefs, including of time factor over and above the nominated 30 minutes and otherwise
(c) Instituting mechanisms that capture/monitor Employee experiences of workload and data related to allocation of workload; and
(d) otherwise ensure that specific workload issues are managed fairly and in a timely manner.

Determination of work location

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

14.15 During the Annual Teaching Period:

(a) the Employer may direct Employees to attend at a specified work location each week for up to forty-two (42) weeks per year, to fulfil the requirements set out in their Workload Plan;

(b) the work location will be determined and agreed having regard to the Workload Plan requirements;
(c) an Employee must be available to respond to work colleagues, including their line manager.

14.16 Outside of the Annual Teaching Period of forty-two (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 Plan and Allocation.

14.17 Senior Educators who undertake Teaching and Teaching-Related Duties, shall be entitled to access the work location requirements for Employees classified in the Educator Classification Structure (E0 - E10 range) on a pro-rata basis in proportion to their Teaching and Teaching-Related Duties as a fraction of the maximum Teaching Duty hours of a Full- time employee.

Senior Educators

14.18 A Senior Educator's workload will be outlined in their workload plan and allocation.

14.19 A Senior Educator with responsibilities associated with their role classified under the Senior Educator Management Stream; Curriculum and Project Design Stream; and Teaching Stream (as outlined in Schedule 2) will have their key activities and expected deliverables documented in their workload plan.

14.20 A Senior Educator allocated Teaching Duty Hours will have their Teaching Duty Allocations and Teaching Related Duty Hours included in their Workload Plan and Allocation (aligned with clauses 14.4a and 14.4b)

14.21 The Employer will reduce the Senior Educator's Maximum Teaching Duty Hours having regard to the complexity and scope of the Senior Educator's management and/or curriculum responsibilities.

14.22 The reduction in Maximum Teaching Duty Hours per year will be at least equivalent to the hours required to teach one (1) course per semester.

15. MEAL BREAKS

15.1 An Employee will not be required to work more than five (5) consecutive hours without the opportunity of a break for a meal. The meal break will be of no less than thirty (30) minutes and no longer than one (1) hour. The timing of meal breaks will be set out in rosters or timetables, or determined by agreement between the employee and their supervisor, as applicable. Employees shall not be required to attend during a meal break.

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

16. OCCUPATIONAL HEALTH AND SAFETY

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

16.2 The Employer is committed to:

(a) Providing and maintaining a healthy and safe work environment for all Employees; and
(b) Preventing accidents and ill health caused by working conditions, and ensure Employees operate in an environment designed to ensure health, safety and welfare at work; and
(c) Preventing workplace gender-based violence, including sexual harassment.

16.3 In support of the commitments set out in clause 16.2, the Parties agree:

(a) The Employer will place the health and safety of employees ahead of the protection of equipment and property;
(b) The Employer will ensure compliance with Occupational Health & Safety legislation and will develop appropriate policies and procedures;
(c) The Employer will consult and cooperate with Employees to achieve a healthy and safe workplace;
(d) The Employer seeks to establish work practices which are safe and minimise risk to health, and develop and maintain an ongoing program of training and awareness for all Employees;

(e) The Employer will ensure that Employees with management responsibilities are provided with Training to meet their Occupational Health and Safety obligations.
(f) Employees will constructively and cooperatively observe and implement Occupational Health and Safety legislation and policies and procedures of the Employer;
(g) Employees will endeavour to perform their duties of employment without placing themselves at risk of harm, or placing the health and safety of others at risk; and
(h) Employees will comply with Occupational Health and Safety training requirements.

16.4 Health and Safety Representatives shall be released from normal duties or receive time allowances deducted from their Workload Plan and Allocation if required to attend to duties associated with the Health and Safety Representative role in accordance with the *Occupational Health and Safety Act 2004 (Vic.).*

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

17. RIGHT TO DISCONNECT

17.1 An Employee has the right to disconnect as per Section 333M of the FW Act (as varied from time-to-time).

PART C REMUNERATION

18. RATES OF PAY

18.1 Employees shall be paid appropriate to their classification as specified in SCHEDULE 4.

18.2 The commencing salary of an Employee shall be determined by the Employer in accordance with SCHEDULE 4.

PAYMENT OF SALARIES

18.3 All Fixed-term and Ongoing employees will be paid their salary on the basis of a fortnightly pay period and such payment will be made fortnightly on the pay day prior to the conclusion of the pay period. Annual salary will be converted to fortnightly payments using the divisor 26.0893.

18.4 Casual employees will be paid fortnightly on the first pay day for all work completed in the previous fortnight, provided that the pay claim is submitted to payroll at least 7 days before the pay date.

SALARY INCREASES

18.5 The applicable rates in **SCHEDULE 4** will include the following increases:

(a) Subject to Clause 18.7, Ongoing and Fixed-term rates of pay will include increases of:

(i) A 7% pay increase effective from the first full pay period on or after 1 January 2026;

(ii) A 3% pay increase effective from the first full pay period on or after 1 July 2026;

(iii) A 3% pay increase effective from the first full pay period on or after 1 January 2027;

(iv) A 3% pay increase effective from the first full pay period on or after 1 January 2028;

(v) A 3% pay increase effective from the first full pay period on or after 1 January 2029.

(b) Subject to Clause 18.8, the Casual Teaching rates of pay will include increases of:

(i) A 8% increase applied to the Casual Teaching Rate of pay effective from the first full pay period on or after 1 January 2026;

(ii) A 4% increase applied to Casual Teaching Rate effective from the first full pay period on or after 1 July 2026;

(iii) A 4% increase applied to Casual Teaching Rate effective from the first full pay period on or after 1 January 2027;

(iv) A 4% increase applied to Casual Teaching Rate effective from the first full pay period on or after 1 January 2028;

(v) A 4% increase applied to Casual Teaching Rate effective from the first full pay period on or after 1 January 2029.

18.6 For the avoidance of doubt, there will be no increase or adjustment to the Casual Non-teaching rate of pay for the term of this Agreement; refer Schedule 4, S4.2 Casual Rate table.

18.7 The entitlements to backpay as provided for in clause 18.5 (a) (i) and 18.5 (a) (ii) only apply to Ongoing and Fixed-term Employees who are employed by the Employer at the commencement date of this Agreement, as determined in accordance with clause 2.1.

18.8 The entitlements to backpay as provided for in Clause 18.5 (b) (i) and 18.5 (b) (ii) will not apply to Casual Employees whose casual employment contract has terminated prior to the commencement date of this Agreement, as determined in accordance with clause 2.1.

SIGN-ON BONUS

18.9 Ongoing and Fixed-term Employees employed at the commencement of the Agreement (as determined in accordance with clause 2.1) will receive a one-off gross bonus payment of $2,400 (pro rata for part-time employees), which will be paid on the first full pay period following the commencement of the Agreement.

18.10 Casual Employees with an active casual employment contract under this Agreement at the time of the commencement of the Agreement (as determined in accordance with clause 2.1) will receive a one-off gross bonus payment to be paid on the first full pay period following commencement of the agreement, to be based on their engagements over the last 2 semesters (semester 1 2026, and semester 2 2025) as follows:

(a) Emergency Teaching engagements only - $400;

(b) Timetabled in at least one semester, with a highest class load of 1 class - $750;

(c) Timetabled in at least one semester, with a highest class load of 2 class - $900;

(d) Timetabled in at least one semester, with a highest class load of 3 or more class - $1200.

19. SUPERANNUATION

Contributions

19.1 The Employer will make employer superannuation contribution payments to an Employee's superannuation fund (as determined with clauses 19.2 to 19.5) an amount which is a percentage of the Employee's ordinary time earnings sufficient to avoid a charge in accordance with the Superannuation Guarantee (Administration Act) 1992 (Cth).

Choice of funds

19.2 A new Employee will nominate a complying fund to which the Employer will make superannuation contributions on their behalf in accordance with clause 19.1.

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

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

19.5 The Employer's default fund will be UniSuper.

20. SALARY PACKAGING

20.1 Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation legislation and the Employer policy (none of which are incorporated in this Agreement and as amended from time to time) in lieu of salary provided. Their salary as specified in SCHEDULE 4 shall be used for calculating all benefits or entitlements upon cessation of employment.

20.2 The Employer and an Ongoing Employee may enter into a written agreement in which the Employee agreed to receive certain benefits offered by the Employer instead of a portion of the Employee's gross salary.

20.3 The Employer may decide to provide to an Employee a remuneration package which

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

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

20.5 Overall, the benefits and salary provided to the Employee will be not less in value than the gross salary available to the Employee under this Agreement.

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

20.7 The salary packaging arrangement:

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

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

20.9 Any disagreement regarding a salary packaging arrangement will be resolved through the dispute resolution procedures at clause 45.

21. WORKING OUTSIDE THE SPAN OF ORDINARY HOURS

21.1 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 14.2 - 14.3.

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

21.3 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 a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate shall be paid.
(b) For each hour worked on a Monday to Saturday after 10pm, a loading of 75% of the ordinary hourly rate shall be paid.
(c) For each hour worked on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.
(d) For each hour worked on a public holiday, a loading of 150% of the ordinary hourly rate shall be paid.

21.4 Notwithstanding clause 21.3, where the duties performed outside the span of ordinary hours are excess Teaching Duty Hours as described in clause 22, the relevant rate under clause 22 shall apply.

22. HOURS AND RATES FOR EXCESS TEACHING

22.1 An Employee undertaking Teaching and Teaching-Related Duties (including a Part-time employee) shall be paid for excess Teaching Duty Hours and Teaching-Related Duty Hours in accordance with this clause.

22.2 The allocation of excess Teaching and Teaching-Related Duties is determined following consultation with, and agreement of, the Employee concerned, provided that an Employee shall not unreasonably refuse the Employer's request to perform excess Teaching and Teaching-Related Duties. In determining whether the Employer'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 Hour 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 the Employer of any request or requirement to work the additional hours;

(f) the notice (if any) given by the Employee of their 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;

(i) any other relevant matter.

22.3 Excess Teaching and Teaching-Related Duties paid in accordance with this clause will not be counted towards the annual teaching load.

22.4 Excess Teaching and Teaching-Related Duties occur where the Employee performs Teaching and Teaching-Related Duties in excess of:

(a) the Teaching Duty Hours allocated by the Employer in accordance with clause 14.4(a) of this Agreement; or

(b) 800 Teaching Duty Hours in a calendar year.

Rates for working excess Teaching Duty Hours

22.5 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.

22.6 Payment for excess 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 over a semester or a year in accordance with clause 22.2 above. In accordance with the written request, the Employer may approve that such payment would be included as a part of the Employee's fortnightly salary. The Employer 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.

22.7 Where excess Teaching Duty Hours occur outside the span of ordinary hours as described in clause 21, the relevant rate under this clause 22 shall apply.

22.8 Any Part-time employee will only perform Teaching and Teaching- Related Duties in addition to their contracted hours where this occurs by agreement recorded in writing or in accordance with clause 22 of the Agreement.

23. ALLOWANCES

Higher Duties Allowance

23.1 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 longer than one (1) week, they shall be paid that higher remuneration in proportion to the amount of the 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.

First Aid Allowance

23.2 Where an Employee, in addition to their normal duties, agrees to be appointed by the Employer to perform first aid duty, and holds a current Level 2 or Level 3 first

aid certificate issued by St. John Ambulance Australia or an equivalent qualification, the Employee will be paid an annual allowance in fortnightly instalments as follows:

- $16.80 per week (as varied from time to time in accordance with the Award)

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

24. POSITION OF RESPONSIBILITY

24.1 Positions of responsibility may be activated from time to time and will attract time release and an allowance, expressed annually.

24.2 An Educator who is undertaking a POR will be given the appropriate time release, if deemed necessary, from Teaching Duty Hours as determined by management. Such time release will be determined prior to the commencement of the POR but may be adjusted by agreement between the Employee and management. Time release should be sufficient to ensure that an Educator can conduct all their duties during normal working hours and be reflected in their work plan.

24.3 POR allowance applies where an Employee is required by the Employer to assume the responsibilities for monitoring, assisting and coordinating the work of other Employees and supporting the Employer's initiatives, students and other Employees in their delivery of programs. The allowance is also available for the coordination of a specialist program, including selection of candidates in liaison with external stakeholders.

	1/01/2026	1/07/2026	01/01/2027	1/01/2028	1/01/2029
Position of responsibility allowance	$3,179 per annum	$3,274 per annum	$3,373 per annum	$3,474 per annum	$3,578 per annum

**Uplifts effective from the first full pay period on or after the above specified dates*.

25. EXPENSES

25.1 The Employer shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of their authorised duties as per the policies and procedures of the Employer (as amended from time

to time but which does not form part of the Agreement). 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, the Employer 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, the Employer shall reimburse the actual amount incurred.

25.2 Allowable expenses include:

(a) traveling, 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 authorised by the Employer.

25.3 Ordinarily the Employer 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 their private motor vehicle, they shall be reimbursed mileage costs subject to obtaining prior approval from the Employer to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometers and type of vehicle.

25.4 In circumstances which warrant it, the Employer 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.

PART D EMPLOYEE LEAVE

26. ANNUAL LEAVE

26.1 An Employee shall be entitled to twenty (20) days annual leave for each 12-month period of continuous service, or on a pro-rata basis for any period of service which is less than twelve (12) months.

26.2 Annual leave shall accrue from the date of commencement progressively during a year of service in accordance with the Employee's ordinary hours of work and shall accumulate from year to year.

26.3 Annual leave, including leave taken in excess of the leave credits accrued, shall be taken at a mutually agreeable time having regard to the operation of the Employer, provided that a request for leave including a request for leave of four (4) weeks duration or for single day absences not exceeding, in aggregate, ten (10) days per annum, shall not be unreasonably refused.

26.4 Notwithstanding clauses 26.1 and 26.2, if an Employee's employment is terminated and that Employee has taken more paid annual leave than would have been accrued at the rate of twenty (20) days per year, the Employer may deduct the amount of paid annual leave in excess of the leave accrued from monies otherwise payable by the Employer to the Employee.

26.5 An Employee has an excessive annual leave accrual if the Employee has accrued more than forty (40) days (eight weeks for a Full-time Employee) annual leave.

26.6 The Employer may in exceptional circumstances approve in writing an accrual of annual leave of in excess of forty (40) days.

26.7 The Employer may provide notice to an Employee when they have accrued annual leave entitlements of forty (40) days. Once an Employee has accrued forty (40) days' annual leave entitlements, the Employer may notify the Employee of the excessive leave accrual and request a plan be developed that will reduce the annual leave to a balance of not more than thirty (30) days (six weeks for a full-time Employee) at the end of the period of the plan.

26.8 If a plan is unable to be developed and agreed upon, the Employer may direct the Employee to take a period of annual leave that will reduce the Employee's annual leave balance to not more than thirty (30) days (six weeks for a full-time employee). The

Employer must provide the Employee with at least eight (8) weeks' notice as to when the leave is to commence.

26.9 No deduction will be made from annual leave credits for any holiday as prescribed in clause 40 that falls within a period of annual leave.

Annual leave loading

26.10 An annual leave loading of 17.5% of four (4) weeks ordinary time earnings will be paid to Full- time Employees.

26.11 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.

26.12 The annual leave loading shall be paid in the first pay in December of each year, or such other date as may be directed by the Employer, in respect of the calendar year. Upon termination of employment with the Employer an Employee will be paid the annual leave loading on a pro-rata basis.

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

Cashing out of Annual Leave

26.14 An Employee and the Employer may agree to the Employee cashing out of a particular amount of the Employee's accrued annual leave provided that the following requirements are met:

(a) The cashing out of a particular amount of annual leave must be by agreement between the Employer and the Employee and must:
    (i) be in writing and retained as an employee record, and
    (ii) state the amount of leave to be cashed out and the payment to be made to the employee, and
    (iii) state the date on which the payment will be made, and
    (iv) be signed by the Employer and the Employee, or if the Employee is under eighteen (18) years of age, by the Employee's parent or guardian.
(b) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made, and
(c) The agreement must not result in the Employee's remaining accrued

entitlement to paid annual leave being less than four (4) weeks, and

(d) The maximum amount of accrued paid annual leave that may be cashed out in any period of twelve (12) months is two (2) weeks.

27. PARENTAL LEAVE

Application

27.1 Full-time, Part-time and Eligible Casual Employees are entitled to parental leave under this clause if:

(a) the leave is associated with:

(i) the birth of a child of the Employee or the Employee's Spouse; or

(ii) the placement of a child with the Employee for adoption; and

(b) the Employee has or will have a responsibility for the care of the child.

Definitions

27.2 For the purposes of this clause:

(a) **Eligible Casual Employee** means a Casual Employee:

(i) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and

(ii) who has, but for accessing parental leave under this clause, a reasonable expectation of re-employment by the Employer on a regular and systematic basis.

(b) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;

(ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

a) who is, or will be, under twelve (12) months as at the day of placement, or the expected day of placement;

b) has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement; and

c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse;

d) notwithstanding that, if the child is, or will be, under sixteen (16) years at the day of placement, or the expected day of placement, an Employee may access unpaid adoption-related leave entitlements.

(c) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else following the birth or placement. Only one person can be a Child's primary caregiver. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

(d) **Secondary Caregiver** means a person who has a parental responsibility for the care of the Child but is not the Primary Caregiver.

(e) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who, whether legally married to the employee or not is in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes).

27.3 Summary of Parental Leave Entitlements:

	Paid Leave (may be taken at half pay)	**Unpaid Leave**	**Total**
Primary Caregiver			
More than 12 months service	**18 weeks** (Except for adoption related leave where the Child is more than 12 months old, where the entitlement is **6 weeks**)	**Up to 34 weeks** (Except for adoption related leave where the Child is more than 12 months old, where the entitlement is **up to 46 weeks**)	**52 weeks**
Less than 12 months service	**1.5 weeks** per each completed month of service	**Up to 52 weeks**	**52 weeks**
Eligible Casual Employee	**0**	**Up to 52 weeks**	**52 weeks**
Secondary Caregiver			
More than 12 months service	**2 weeks**	**Up to 50 weeks**	**52 weeks**
Eligible Casual Employee	**0**	**Up to 52 weeks**	**52 weeks**

Parental Leave - Primary Caregiver

27.4 An Employee (other than a casual employee) who will be the Primary Caregiver at the time of the birth of their Child is entitled to up to 52 weeks parental leave, comprising:

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

27.5 An Employee (other than a casual employee) who will be the Primary Caregiver at the time of the adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:

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

Notwithstanding sub-clauses 27.5 (a) and (b) above, where the Child is, or will be, at the day of placement, or the expected day of placement, more than twelve (12) months old (but under 16 years of age), the Employee is entitled to up to six (6) weeks paid parental leave and up to forty-six (46) weeks unpaid parental leave.

27.6 An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.

27.7 Only one (1) parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(a) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
(b) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
(c) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

27.8 A period of paid parental leave taken in accordance with this clause must be for a single continuous period.

27.9 An Employee can take part of their twelve (12) months of unpaid parental leave flexibly, at any time within twenty-four (24) months of the child's birth of adoption as per the NES.

Parental Leave - Secondary Caregiver

27.10 An Employee who has, or will have, completed at least twelve months paid continuous service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:

(a) Two (2) weeks (10 working days) paid parental leave; and
(b) up to fifty (50) weeks unpaid parental leave.

27.11 An eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.

27.12 Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

27.13 An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

Continuing to work while pregnant

27.14 The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

(a) continues to work within a six-week period immediately prior to the expected date of birth of the child; or
(b) is on paid leave under clause 27.19

27.15 The Employer may require the Employee to start parental leave if the Employee:

(a) does not give the Employer the requested certificate within seven (7) days of the request; or
(b) gives the Employer a medical certificate stating that the Employee is unfit to work.

Transfer to a Safe Job

27.16 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.

27.17 If there is no safe job available, the Employee is entitled to take paid no safe job leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

(a) when the Employee is certified unfit to work during the 6-week period before the expected date of birth by a registered medical practitioner; or
(b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

27.18 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

27.19 An Employee who has not, or will have not, completed at least twelve (12) months paid continuous service is entitled to take unpaid no safe job leave as set out in the National Employment Standards.

Special Parental Leave

27.20 An Employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage, still birth or otherwise terminates other than by the birth of a living child, shall be entitled to the following leave for such periods as a registered medical practitioner certifies as necessary:

(a) special parental leave not exceeding the amount of paid parental leave available under clause 27.4; and
(b) unpaid special parental leave thereafter, up to a maximum aggregate of fifty-two (52) weeks

27.21 An Employee who is unfit for work because they are pregnant and have a pregnancy-related illness is entitled to unpaid special parental leave up to a maximum aggregate of fifty-two (52) weeks.

Notice and evidence requirements

27.22 An Employee must give at least four (4) weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must confirm:

(a) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
(b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse.

27.23 The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(a) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
(b) in the case of adoption-related leave, the commencement of the placement

(or expected day of placement) of the Child and that the Child will be either under twelve (12) months or under sixteen (16) years of age as at the day of placement or expected day of placement.

27.24 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

Commencement of parental leave

27.25 An Employee who is pregnant may commence Primary Caregiver parental leave at any time within six (6) weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

27.26 In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

27.27 Secondary Caregiver parental leave may commence on the day of birth or placement of the Child.

27.28 The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

27.29 Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

Single period of parental leave

27.30 Parental leave is to be available to only one (1) parent at a time, in a single unbroken period, except in the case of concurrent leave.

Employee Couple - Concurrent Leave

27.31 Two Employees covered by this Agreement may take up to eight (8) weeks concurrent leave (whether paid or unpaid) in connection with the birth or adoption of their Child.

27.32 Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

27.33 Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than two (2) weeks, unless the Employer otherwise agrees.

Parental Leave and Other Entitlements

27.34 An Employee may access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks or a longer period as agreed pursuant to a request under clause 27.42.

27.35 Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

27.36 Unpaid parental leave shall not break an Employee's continuity of employment, but it will not count as service for leave accrual or other purposes.

27.37 An Employee (including one who has not, or will have not, completed at least twelve months paid continuous service) is entitled to up to two (2) days of unpaid pre-adoption leave as set out in the National Employment Standards.

Keeping in touch days

27.38 During a period of parental leave the Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

27.39 Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

Extending parental leave

Extending the initial period of parental leave

27.40 An Employee who is on an initial period of parental leave of less than fifty-two (52) weeks, may extend the period of their parental leave on one occasion up to the full 52-week entitlement.

27.41 The Employee must notify the Employer in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

Right to request an extension to parental leave

27.42 An Employee who is on parental leave may request an extension of unpaid parental leave for a further period of up to twelve (12) months immediately following the end of the current aggregate 52-week period of parental leave.

27.43 In the case of an Employee who is a member of an employee couple (i.e. both Employees are covered by this Agreement), the period of the extension cannot exceed twelve (12) months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.

27.44 The Employee's request must be in writing and given to the Employer at least four (4) weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.

27.45 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.

27.46 The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request. The Employer must give a written response to the request as soon as practicable, and no later than twenty-one (21) days after the request is made. The response must include the details of the reasons for any refusal.

Total period of parental leave

27.47 The total period of parental leave, including any extensions, must not extend beyond twenty-four (24) months.

27.48 In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond twenty-four (24) months. The Employee's entitlement to unpaid parental leave under clause 27.4 will reduce by the period of any agreed extension taken by a member of the couple under clauses 27.40 or 27.42.

Commonwealth Paid Parental Leave

27.49 In addition to paid parental leave entitlements outlined in this clause, Employees may also be eligible to apply for parental leave entitlements under the Commonwealth Paid Parental Leave Scheme.

Returning to Work

Returning to work early

27.50 During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

27.51 In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.

27.52 In the case of the death or still birth of the child, the Employee may return to work prior to the agreed recommencement date, with the agreement of the Employer.

Returning to work at conclusion of leave

27.53 At least twelve (12) weeks prior to the expiration of parental leave, or a lesser period if accepted by the Employer, the Employee will notify the Employer of their return to work after a period of parental leave.

27.54 Subject to clause 27.55 below, an Employee will be entitled to resume work on the same time fraction and on their substantive classification and salary as applied at the commencement of the leave, with duties commensurate with their qualifications and experience and as far as practicable similar to those performed prior to the taking of the leave. In the case of an Employee transferred to a safe job, the provisions of this clause 27.54 will apply to the position held immediately before the transfer.

27.55 Notwithstanding clause 27.54 above, where on returning to work, the Employee's former position no longer exists and there are other positions available for which the Employee is qualified and capable of performing, the Employer must make available to the Employee a position comparable to that of the former position.

Returning to work at a reduced time fraction

27.56 To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.

27.57 Where an Employee wishes to make such a request, the request must be made as

soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

27.58 The Employer shall consider any such request, having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and impact on customer service.

Working whilst breastfeeding

27.59 This clause applies to Fixed-term and Ongoing Employees who return to work or attend work whilst breastfeeding. Lactation breaks will be provided, for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk, without loss of pay.

27.60 The Employer will provide access to a safe, secure and private space suitable for the purpose of breastfeeding or expressing milk, which will include access to a refrigerator.

Consultation and Communication during Parental Leave

27.61 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave (provided that the Employer shall not be required to provide confidential or commercially sensitive information); and
(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

27.62 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

27.63 The Employee shall also notify the Employer of changes of address or other contact

details which might affect the Employer's capacity to comply with clause 27.61.

Replacement Employees

27.64 Before the Employer engages a replacement Employee to perform the work of another Employee who is going to take, or is taking, parental leave, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

Casual Employees

27.65 The Employer must not fail to re-engage a Casual employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re engagement of Casual employees are not affected, other than in accordance with this clause.

28. PERSONAL/CARER'S LEAVE

28.1 The provisions of this clause up to clause 28.12 apply to Full-time and Part-time employees. Clauses 28.13 - 28.16 apply for Casual employees.

Entitlement to paid personal/ carer's leave

28.2 Paid personal/carer's leave will be available to an Employee when they are absent because of:

(a) personal illness or injury; or
(b) personal illness or injury of a family member or household member who requires the Employee's care or support; or
(c) an unexpected emergency affecting a family member or household member.

28.3 A Full-time Employee is entitled to personal leave on full pay at the rate of 15 working days for each completed year of service. On appointment, an Employee shall be entitled to a credit of fifteen (15) days (114 hours) personal leave. Upon the completion of the first year of service, personal leave shall accrue progressively during the second and subsequent years of service, according to the Employee's ordinary hours of work. Employees' unused personal/carer's leave accumulates from year to year.

28.4 The Employer may grant additional paid leave in advance of entitlement.

28.5 The term “family member" for the purpose of this Agreement includes:

(a) a member of the Employee’s household; or

(b) a member of the Employee’s immediate family including:

(i) partner (i.e., spouse/de facto relationship, which will include same sex partners), former partner, child, foster child, grandchild, parent, legal guardian, parent-in-law, grandparent, brother or sister of the employee;

(ii) child (including an adopted child, foster child, step child or an ex-nuptial child), parent, legal guardian, grandparent, grandchild, brother or sister of the employee of the employee’s partner or former partner;

(iii) a relative who has taken the place of a parent or of a relative residing with the Employee at the time of such illness or death;

(iv) a person for whom the Employee has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (a) – (b) above.

28.6 Where an Employee with sufficient accrued personal leave credits becomes ill or injured during a period of annual leave or ill or injured for not less than three consecutive days while on long service leave the Employee shall, on provision of a medical certificate from a registered medical practitioner, be entitled to be placed on personal leave in accordance with this clause and no deduction shall be made from the Employee's long service leave or annual leave credits for the applicable period.

28.7 If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

Notice and evidence requirements

28.8 Where practicable an Employee shall within three hours of the commencement of the taking of personal/carer's leave inform the Employer of their inability to attend for duty and as far as practical state the estimated duration of absence. An Employee shall prove to the satisfaction of the Employer that the inability to attend for duty was due to being unfit for duty as a result of illness or injury or the need to care for an ill or injured family or household member on the day or days for which personal leave is claimed. The provision of a medical certificate from a registered

medical practitioner with respect to such illness or injury shall be taken to satisfy the requirements of this clause providing that where the absence is due to the need to care for an ill or injured family or household member, the medical certificate must state that the illness or injury is such as to require care by the Employee.

28.9 An Employee shall not be required to provide a medical certificate for five days of absence in a calendar year. Provided that the Employer may require a certificate for absences in excess of three (3) or more consecutive days.

28.10 Continuous personal leave with pay for any period exceeding thirteen (13) weeks will require a certificate from a registered medical practitioner that the leave is necessary because the Employee is unfit for duty due to illness or injury.

28.11 Where an Employee is continuously absent from duty because of personal illness beyond a period of thirteen (13) weeks, the Employer may require the Employee to consult with a registered medical practitioner nominated by the Employer for the purposes of ascertaining whether the Employee is fit to return to duty with or without reasonable accommodation by the Employer.

Unpaid carer's leave

28.12 Where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion providing the notice and evidence requirements set out above are met.

Casual employees

28.13 Casual employees are entitled to be unavailable to attend work or to leave work for each occasion when they need to care for a member of their family or household who require care or support because of a personal illness or a personal injury affecting the member, or due to an unexpected emergency affecting the member.

28.14 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be unavailable to attend work for up to two (2) days on each occasion as defined above. The Casual employee is not entitled to any payment for the period of non-attendance whilst taking unpaid carer's leave.

28.15 The Employer will require the Casual employee to provide satisfactory evidence to support the taking of this leave.

28.16 The Employer must not fail to re-engage a Casual employee because the Employee has accessed leave in accordance with clauses 28.13 - 28.15 above. The rights of the Employer in relation to engagement and re-engagement of Casual employees are not affected.

Infectious Diseases Leave

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

29. COMPASSIONATE LEAVE

29.1 Employees are entitled to three (3) days' compassionate leave on each occasion when a Family Member or a member of the Employee's household:

(a) contracts or develops a personal illness that poses a serious threat to their life;
(b) sustains a personal injury that poses a serious threat to their life; or
(c) dies (in which case, notwithstanding the above, an Employee is entitled to five (5) days' compassionate leave).

29.2 Employees are entitled to five (5) days' compassionate leave where they or their partner experience a loss of a pregnancy due to stillbirth or miscarriage.

29.3 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.

29.4 Such leave does not have to be taken consecutively.

29.5 The Employer will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

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

29.7 For Casual Employees, compassionate leave is unpaid leave.

29.8 An Employee may take unpaid compassionate leave or be granted additional leave with or without pay by agreement with the Employer.

30. COMMUNITY SERVICE LEAVE

Jury service, Crown witness and Tribunal leave

30.1 An Employee is entitled to jury service, Crown witness and Tribunal leave on the following basis:

(a) An Employee who is required to attend a Court or Tribunal for the purpose of jury service, as a Crown witness or to give evidence directly related to their employment will be entitled to leave on full pay for the duration of such attendance.
(b) Where an Employee is on annual leave or long service leave, no deduction will be made from the leave credits for the duration of their jury service or witness attendance.
(c) Any fees paid to an Employee by reasons of jury service will not be deducted from the Employee's salary.
(d) An Employee who is required to appear in Court or Tribunal in any capacity, other than as specified in clause 30.1(a) above will be entitled leave without pay for the period of such appearance.

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 their employment without loss of pay for the duration of operations plus an additional day for recovery or unpaid leave if they are casual.

30.3 The Employee must advise the Employer as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and

must advise the Employer 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 the Employer.

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 the Employer and satisfactory evidence of attendance at the annual training, shall be forwarded on resumption of duty.

Blood Donor Leave

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

Election Leave

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

31. LONG SERVICE LEAVE

Basic Entitlement

31.1 An Employee is entitled to thirteen (13) weeks' long service leave with pay on completing ten years of continuous employment with the Employer, and at the rate of 1.3 weeks for every additional year of service thereafter, provided that service with previous employers of the Employee, as provided in clause 39, shall be recognised for the purpose of determining the long service leave entitlements of the Employee.

31.2 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 the Employer.

31.3 An Employee's service with previous employer/s shall count as service for the purpose of satisfying the time requirement in clauses 31.1 and 39.4.

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

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

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

31.7 A request for leave shall not be unreasonably refused.

Meaning of continuous employment for Casual employees

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

Pro-rata access

31.9 An Employee is entitled to access their long service leave entitlement, on a pro- rata basis, after seven (7) years of continuous employment with the Employer.

Payment of outstanding entitlement on termination

31.10 An Employee, or where applicable their 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 (7) years' or more service;

(b) After four (4) years' service with the Employer the Employee:

(i) is retrenched;

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

(iii) dies.

Public Holiday During Leave

31.11 Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

Payment for Leave

31.12 An Employee granted long service leave shall be paid the following rate of pay where the Employee's service:

(a) has been constant on a full-time or part-time basis - leave shall be paid at the Employee's ordinary rate of pay;

(b) has been other than constant - the leave shall be paid at a rate of pay based on the Employee's mean average fraction calculated over the total period of service;

(c) consists of both full-time and part-time service - the leave shall be paid at the rate proportional to the amount of such full-time and part-time service.

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.

Casual long service leave

31.13 Any service as a Casual Employee which meets the requirements of the relevant legislation in force in the State of which they are employed *Long Service Leave Act 2018 (Vic)* will count as service for the purposes of long service leave provisions.

32. FAMILY AND DOMESTIC VIOLENCE LEAVE

General principles

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

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

Definition of family and domestic violence

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

(a) seeks to coerce or control the Employee;
(b) causes them harm or fear

A close relative is:

(a) An Employee's:
    (i) spouse or former spouse;
    (ii) de facto partner or former de facto partner;
    (iii) child;
    (iv) parent;
    (v) grandparent;
    (vi) grandchild; or
    (vii) sibling.

(b) A child, parent, grandparent, grandchild, or sibling of an Employee's current or former spouse or de facto partner, or

(c) A person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules

Family and domestic violence leave

32.4 An Employee, including a Part-time or Casual Employee, experiencing family and domestic violence is entitled to a maximum of twenty (20) days of paid family and domestic violence leave in each twelve (12) month period of employment for the purpose of:

(a) attending legal proceedings, counselling; or

(b) appointments with a medical or legal practitioner; or

(c) relocation or making other safety arrangements; or

(d) other activities associated with the experience of family and domestic violence.

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

(a) accompanying that person to legal proceedings, counselling; or

(b) appointments with a medical or legal practitioner; or

(c) assisting with relocation or other safety arrangements; or

(d) other activities associated with the experience of family and domestic violence, including caring for children.

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

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

Payment for leave

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

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

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

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

Notice and evidentiary requirements

32.11 The Employee will give the Employer notice as soon as reasonably practicable of their request to take leave under this clause 32, this can be after the leave has commenced.

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

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

32.14 The Employer will only use this information to satisfy themselves that The Employee is entitled to family and domestic violence leave, unless:

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

Contact person

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

32.16 An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor or Occupational Health and

Safety Representative or Union Representative.

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

32.18 Nominated contact people within the Employer, Health and Safety Representatives and Union Representatives will be provided with appropriate training in supporting Employees at the workplace who are experiencing family and domestic violence.

Individual support

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

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

33. STUDY LEAVE

33.1 Study leave will be available to Employees on the following basis:

(a) Through the annual development process and work plan discussions, the professional and/or personal development needs of employees will be identified in line with the skills and competencies required by the Employer. Such development needs will be addressed using tools such as coaching, mentoring, work-based projects and skill development courses.
(b) Where these needs are to be addressed through a course of study, the Employee and their supervisor will determine the course of study to be undertaken and the manner in which this will occur.
(c) An Employee may be granted paid leave to attend a course of study provided that the course being undertaken is aimed at developing employment-related skills as per the skill-based classification structure and has been identified as professional development through the processes outlined in sub-clause 33.1(a).

(d) Such study leave may cover attendance at classes during normal office hours and/or examination leave and in general, will be granted only to the extent that it does not interfere with the Employee's normal job requirements or that of their work unit.

(e) Where an Employee or the Employer initiates a request for study leave, the Employer may elect to partially support the Employee in respect of this training. The Employer will assess each case individually and determine the amount and level of support.

34. RELIGIOUS AND CULTURAL LEAVE

34.1 The Employer will recognise the established religious and cultural obligations, practices and activities of its Employees.

34.2 An Employee may be granted Ceremonial/Cultural leave where she or he has a ritual obligation to participate in 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 Aborigines and/or Torres Strait Islanders.

34.3 Such leave shall be without pay and for up to ten (10) days per annum.

Aboriginal and Torres Strait Islander Leave

34.4 It is acknowledged that members of Aboriginal and/or Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations. These include but are not limited to:

(a) preparing for and attending community business;
(b) National Aboriginal and Islander Observation Committee Week functions;
(c) National Sorry Day and/or other relevant cultural duties and events; and fulfilling ceremonial and community obligations.

34.5 Accordingly, Aboriginal and/or Torres Strait Islander staff will be granted twelve (12) days per year paid leave for cultural and ceremonial obligations of Aboriginal and/or Torres Strait Islander people. Additional paid special leave may be approved by the Employer as agreed with the Employee.

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

35. SPECIAL LEAVE

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

35.2 The granting of leave under this clause where an Employee has accrued but not taken annual leave credits, shall be at the Employer's discretion.

36. CAREER BREAK LEAVE

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

36.2 The Employer may approve a request for career break leave to enable an Employee to enhance their professional and personal development in a manner that cannot be ordinarily achieved during normal work time.

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

37. GENDER AFFIRMATION LEAVE

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

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

37.3 Casual Employees are not entitled to paid gender affirmation leave.

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

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

37.6 In the event where an Employee exhausts their entitlement of thirty (30) days of gender affirmation leave, the Employee may be granted additional unpaid leave upon request. Requests will not be unreasonably refused

Taking gender affirmation leave

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

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

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

Notice and evidence requirements for gender affirmation leave

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

(a) be in writing to the Employee's supervisor

(b) advise the period of leave proposed to be taken; and

(c) be accompanied by evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate or letter from the Employee's Registered Health Practitioner or statutory declaration by the Employee.

38. NON-WORKING DAYS

38.1 The Employer will designate the following days as "non-working" days each calendar year:

(a) Easter Tuesday

(b) The days between Christmas Day and New Year's Day that are not public holidays or in lieu of public holidays (as specified in clause 40)

38.2 Subject to cub-clauses 38.2 and 38.4, Employees (other than a Casual Employee) will be entitled to a day off without loss of pay.

38.3 Where an Employee (other than a Casual Employee) is required by the Employer to work on or during a non-working day, the Employee's supervisor and Employee will agree to an equivalent number of alternative day/s (or part days) leave on full pay, or some other mutually agreeable arrangement.

38.4 To avoid doubt, the entitlement outlined in clause 38.2 does not represent a new (or additional) entitlement to any Employee who already has access to these days without loss of pay by other means or policy arrangement.

39. RECOGNITION OF PRIOR SERVICE

Recognition* of *cumulative personal/carers leave credits from prior employment

39.1 The Employer shall recognise the cumulative personal leave credits to a cap of 15 days from the immediate prior employment at any of the following authorities or institutes:

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

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

Recognition* of *cumulative long service leave credits from prior employment

39.3 Subject to clause 39.5, for the purpose of determining an Employee's entitlement to long service leave employment at any of the authorities or institutes set out in clause 39.1 shall count as service.

39.4 An Employee shall be entitled to have service with previous employers of the Employee as provided in clause 39.1 recognised for the purpose of determining the long service entitlement of the Employee provided that:

(a) An Employee shall make a claim for recognition of prior service within six (6) months of the date of appointment. The Employer shall, as soon as possible after the date of the Employee's appointment but no less than twelve months from that date, notify the Employee in writing as to the amount of prior service recognised for long service leave purposes.
(b) In the case of any Employee employed by the Employer, or an entity of RMIT University, on or after 30 August 1994 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.

39.5 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 clause 31.1 and 31.2 such service shall be recognised;

b) Any period of service with an authority or institution specified in 39.1 which preceded a break of more than twelve months in the Employee's continuous employment.

40. PUBLIC HOLIDAYS

40.1 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) 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.

40.2 The Employer and an Employee may agree to substitute another day for any prescribed in this clause.

40.3 An Employee may by agreement with the Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

41. PURCHASED LEAVE (48/52 EMPLOYMENT CYCLE AND VARIATIONS)

41.1 The Employer will consider applications by an Employee to work a 48/52 week employment cycle. An Employee may apply to work under a 48/52 week employment cycle for a 12-month period. The application to work under a 48/52 week employment cycle will be considered in relation to the business needs of the Employer and the role of the Employee.

41.2 A 48/52 week employment cycle will enable an Employee to take four (4) weeks' leave in addition to the normal four (4) weeks of annual leave in a year and receive

48 weeks of salary, which would be payable over 52 weeks. All periods of paid leave will accrue at the rate of the Employee's full-time equivalent salary for the twelve (12) month period of the 48/52 week employment cycle.

41.3 Unless otherwise agreed with the Employer, an Employee under a 48/52 week employment cycle is required to use additional leave granted in accordance with this clause 41:

(a) in full in the year the additional leave is granted; and
(b) by 31 December of the year the additional leave is granted.

41.4 The Employer will advise an Employee of the superannuation implications prior to the Employee applying to enter the 48/52 week employment cycle.

41.5 The Employer will consider other flexible working arrangement variations to the 48/52 week employment cycle, including 46/52 and 50/52, in accordance with the principles of this clause 41.

42. ACCIDENT MAKE-UP PAY

42.1 Where an absence from duty results from an injury or illness the subject of a claim for compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or any predecessor or successor thereto, the Employee is entitled to sick leave on full pay equivalent to any sick leave credits accrued.

42.2 Where the insurer subsequently accepts liability, the Employee shall have any sick leave taken in respect of that injury or illness re-credited.

42.3 If an Employee sustains a personal injury or incapacity which is compensable under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or any predecessor or successor thereto, the Employee shall be paid make-up pay to the Employee's actual rate of pay at the time of sustaining the injury/incapacity for a continuous period of fifty-two (52) weeks or an aggregate of fifty-two (52) weeks in respect of a particular injury or incapacity. Superannuation contributions will be made when Employees are in receipt of accident make-up pay.

42.4 An Employee is not entitled to sick leave with pay during any period he or she is in receipt of compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or any predecessor or successor thereto.

42.5 The period of time spent on make-up pay shall count as service for all purposes as if the Employee had not been injured or suffered an incapacity.

43. JOURNEY ACCIDENT INSURANCE

43.1 The Employer will provide Journey Cover Insurance and to the extent of the policy, cover Employees injured in journey accidents occurring when travelling to and from work, and between work locations, where such injuries or accidents are not covered by the Transport Accident Commission or WorkCover. Such insurance will have the same effect, and be calculated in like manner, as the provisions of clause 42 (Accident Make-up Pay)

44. LEAVE AND UNPAID BREAKS TO COUNT AS SERVICE

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

(a) any period of paid leave, with long service leave taken on half pay counting as normal service;

(b) any continuous or aggregate period of personal leave without pay not exceeding twenty (20) working days in a calendar year;

(c) any continuous period of personal leave without pay or leave without pay or leave without pay for the purpose of contesting elections to Federal or State Parliament not exceeding 48 weeks, for the purposes of long service leave accrual only;

(d) any period of parental leave up to 36 weeks.

Provided that:

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

44.2 Except as provided for in sub-clause 44.1, periods of approved unpaid leave, including career break leave, will not count for service, but will not constitute breaks in service.

PART E CONSULTATION, CHANGE AND TERMINATION

45. DISPUTE RESOLUTION PROCEDURES

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

(a) cooperative and consultative relationships between management, their Employees and the representative organisations of their choice;
(b) management, Employee and Union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
(c) collective negotiations between management and their Employees, involving a mutual problem solving approach focusing on long term gains for all parties;
(d) to work within a progressive industrial relations culture to achieve high performance with effective workplace partnerships;
(e) recognition of an appropriate role for workplace representatives.

45.2 It is agreed that all Employees, the Unions and the Employer 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 National Employment Standards the following procedure will apply.

Step 1

45.3 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 Employer and attempt to reach an agreed resolution. The NTEU or the AEU Representative may raise a dispute directly with the Employer.

Step2

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

45.5 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.

Step3

45.6 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

45.7 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.

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

45.9 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.

46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS (IFA)

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

46.2 An Employee and the Employer 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 14.2 -14.3 provided that:

(a) the flexibility arrangement specifies alternative ordinary hours of work for that Employee;
(b) any reference to "ordinary hours" in clauses 14 and 21 will be taken to be a reference to "ordinary hours" specified in the Flexibility Agreement; and
(c) clauses 14 and 21 apply to the Employee's ordinary hours as redefined.

46.3 The Employer must ensure that:

(a) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in clause 46.2;
(b) the arrangement is genuinely agreed to by the Employer 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 as specified in section 203(5) of the FW Act;
(e) the Employee and their representative must have at least three (3) 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.

46.4 The Employer must ensure that the terms of the individual flexibility agreement:

(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.

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

(a) is provided in writing to the Employee within fourteen (14) days after it is agreed; and
(b) includes the name of the Employer and of the Employee; and
(c) is signed by the Employer and the Employee (and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee); and
(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 their employment as a result of the arrangement; and
    (iv) the day on which the arrangement commences.

46.6 The Employer or the Employee may terminate the agreement:

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

47. FLEXIBLE WORKING ARRANGEMENTS

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

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

(a) changing from full-time work to part-time work;

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

47.3 Requests for flexible work arrangements must be made by written application to the Employee's supervisor, setting out the nature of the flexibility required, the duration of the requested arrangement and the reasons for the flexible working arrangements.

47.4 Employees with caring responsibilities are entitled to request access to flexible working arrangements that have a duration of up to two (2) years, and longer by agreement between the Employee and their supervisor.

47.5 The Employer must use its best endeavours to accommodate the request, including exploring all available flexible working arrangements to fulfil the Employee's needs.

47.6 Approved requests for a flexible working arrangement will be documented in writing, outlining the specific agreements made, the duration of the approved flexible working arrangement and when the arrangement will be reviewed.

47.7 Applications for flexible working arrangements may only be refused on the grounds that the Employer is unable to provide the flexible working arrangements sought based on operational needs. If the application is refused, the Employer will provide the reasons in writing to the employee no later than twenty-one (21) days after the receipt of the application together with any other information as required by the NES.

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

47.9 Disputes about a flexible work request will be dealt with in accordance with clause 45 of this Agreement

48. WORKPLACE DELEGATES RIGHTS

48.1 This clause provides for the exercise of the rights of workplace set out in section 350C of the Act (as varied from time-to-time).

48.2 In this clause:

(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.

48.3 Before exercising entitlements under this clause, 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.

48.4 An Employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

48.5 **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 FW 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.

48.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees in relation to their industrial interests under clause 48.5. 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.

48.7 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 48.7 (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.

48.8 Entitlement to reasonable access to training

The Employer must provide a workplace delegate with access to up to five (5) days of paid leave per calendar year or an aggregate of 10 days paid leave over two (2) calendar years 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 two (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 seven (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.

48.9 Exercise of entitlements under this clause

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

(i) 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;

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

(b) When exercising any entitlements under clause 48, a workplace delegate must, other than in the reasonable exercise of those entitlements:

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

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) This clause 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.

(d) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the FW 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 FW Act or this clause.

49. CONSULTATION ON CHANGE

49.1 The Parties are committed to a cooperative approach to such matters involving joint participation and consultation through the establishment of a Foundation Studies Consultative Committee (FSCC).

49.2 The FSCC will be the forum through which the Employer, its Employees and the Union(s) consult generally on matters affecting Employees. The Committee shall meet during ordinary hours. Time Allocations of an agreed amount will be made from the Other Duty Hours for Employee representatives on this FSCC.

49.3 The FSCC will comprise of two Employer representatives, two Employee representatives and two Union nominees (one from each Union). It is recognised that from time to time additional representation on behalf of the Employer, the Union(s) or the Employer's Employees may be involved.

49.4 The FSCC will meet as required, to discuss issues outlined in clause 49.5 below, and on any other matter on which consultation may be required. The FSCC will provide a report and/or recommendation, as appropriate, to the Employer's Chief Executive Officer on the matter/s under discussion. The Employer will provide the time and resources necessary for the FSCC to perform its role.

49.5 Where the Employer 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,

The Employer will consult with those Employees, their elected representatives or a representative of their choice, and the Union(s) through the FSCC prior to the proposed changes being implemented.

49.6 For the purposes of consultation under this clause, the Employer 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. The Employer will give prompt and genuine consideration to the matters raised before deciding upon the change.

50. IDENTIFICATION OF EMPLOYEES SURPLUS TO THE EMPLOYER REQUIREMENTS, REDUNDANCY AND TERMINATION OF EMPLOYMENT

Identification of Employees surplus to the Employer requirements

50.1 The Employer will adopt the following process to identify Employees in excess of the Employer requirements and therefore to be considered for selection.

50.2 The Employer will convene meetings of potentially affected Employees to seek volunteers

50.3 The Employer 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 the Employer's continuing function.

50.4 Where insufficient volunteers are forthcoming, the Employer 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 the Employer;
(b) any special qualifications or aptitude for the position/s continuing to be required to be performed by the Employer; and
(c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

50.5 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 the Employer requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.

Redundancy

50.6 An Employee whose position has become redundant will be given 16 weeks' notice of termination plus an additional week of notice if the Employee is over 45 and has 2 or more continuous years of service.

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

Employer.

50.8 The Employer may pay out in lieu any part of the notice period after eight (8) weeks or, at the request of the Employee, earlier.

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

50.10 An Employee is not entitled to redundancy pay if the Employee rejects an offer of employment made by the Employer 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.

50.11 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 the Employer may, at its option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

50.12 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.

50.13 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 twenty (20) weeks, or according to the National Employment Standards, whichever is the greater.

50.14 Redundancy pay is calculated using the Employee's Base Rate of Pay (as defined in the FW Act) plus any unconditional allowances.

50.15 For the purpose of calculating redundancy pay under clause 50.13, continuous service refers to employment with the Employer 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.

Notice of termination of employment

50.16 Other than in circumstances of redundancy or serious misconduct, an Employee's employment (other than a casual Employee) may be terminated by either party giving the requisite period of notice in writing or, in the case of the Employer, payment in lieu thereof. The requisite period will be one week if the termination takes place before the first anniversary of the commencement of employment, or five (5) weeks thereafter.

51. PAYMENT ON TERMINATION OF EMPLOYMENT

51.1 The Employer must pay an Employee no later than seven (7) days after the day on which the Employee's employment terminates:

(a) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

(b) all other amounts that are due to the employee under this Agreement and the National Employment Standards.

51.2 The requirement to pay wages and other amounts under clause 51.1(a) is subject to further order of the Commission and the employer making deductions authorised by this Agreement.

SCHEDULE 1- CLASSIFICATION STRUCTURE

TABLE 1 - Senior Educator classification Structure

Management Stream	Curriculum & Project Design Stream	Teaching Stream
Senior Educator Level 3	Senior Educator Level 3	Senior Educator Level 3
Senior Educator Level 2	Senior Educator Level 2	Senior Educator Level 2
Senior Educator Level 1	Senior Educator Level 1	Senior Educator Level 1

TABLE 2 - Educator classification structure

Educator E10
Educator E9
Educator EB
Educator E7
Educator E6
Educator E5
Educator E4
Educator E3
Educator E2
Educator E1
Educator EO

SCHEDULE 2- CLASSIFICATION STANDARDS

GENERAL CLASSIFICATION CONTEXT AND TASK LEVEL FOR EDUCATORS AND SENIOR EDUCATORS

Positions classified as Educator or Senior Educator have the following characteristics.
Some tasks will be more appropriate to the senior levels of the Educator classification or to one of the streams within the Senior Educator classification.

- Work within the organisation policies, procedures and other legislative/regulatory requirements.
- Select and deliver appropriate teaching and learning materials.
- Develop and modify appropriate teaching and learning materials.
- Facilitate and assess the learning process of students in a range of contemporary educational settings.
- Determine the education needs of students.
- Maintain accurate records of student, progress and assessment in accordance with established policies and procedures.
- Prepare and maintain teaching and learning resources.
- Supervise and monitor student progress.
- Undertake administrative duties directly related to the teaching function, including the utilisation of the Employer's systems.
- Participate in meetings and other activities relevant to the role of the position and the organisational area.
- Participate in networks beyond the organisation. Participate in professional development.
- Provide pre-course advice to students and participate in student selection and induction.

EDUCATOR CLASSIFICATION

Classification Context and Task Level

The Educator classification encompasses duties and requirements applicable to new entrants into the Employer's teaching workforce and to experienced Educators.

Nearly qualified Educators will generally be under close supervision and guidance 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.

More experienced Educators will take responsibility within assigned areas of work for preparing, conducting and assessing education programs. They assist Senior Educators in a range of activities associated with the effective operation of education programs.

Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.

In addition to the characteristics outlined in the "General Context and Task Level for Educators and Senior Educators", the requirements and typical functions of an Educator are consistent with the following:

Typical Functions

- Assist others with program related administrative tasks.
- Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials.
- Provide assistance with staff induction.
- Provide advice and guidance within areas of specialist expertise. Assist in providing advice with team developmental needs.
- Assist with counselling.

- Assist with staff selection.
- Determine educational strategies.
- Coordinate student resources.
- Customize units and courses as appropriate to meet student needs.
- Liaise as appropriate with specialist networks and learning communities.
- Conduct teaching programs.
- Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning.
- Assist with diagnosing learning difficulties and identifying appropriate teaching strategies.
- Assist in relation to the establishment, maintenance and review of teaching programs.

Judgement, Problem Solving, Accountability and Extent of Authority

- Provide basic pastoral care to students leading to more complex problem resolution.
- Exercise judgment and initiative.
- Mentor entry level Educators.
- Work independently and in a team environment.
- Plan and prioritise work schedule.
- Set and achieve teaching objectives.
- Manage the learning process, including student participation and preparation of student learning plans.
- Refer students with learning difficulties.
- Take an active role in own professional development.
- Provide authoritative advice to stakeholders in relation to learning needs of students.
- Encourage and support innovative strategies.
- Provide leadership in specialist areas within the program and across the organisation.
- Set priorities, plan and manage resources.
- Trial and report on innovative delivery strategies.

Organisational Relationships and Impact

- Consult and provide educational services under the direction of Senior Educators.
- Provide a well-developed range of teaching strategies to students both within and external to the organisation.
- Communicate with course stakeholders as appropriate.
- Plan and conduct information sessions and student selection processes, as appropriate.
- Provide contact point for course content and student issues.
- Undertake a range of administrative, coordination, and learning support activities directly related to the areas taught.

Specialist Skills and Knowledge

- Research, develop and improve curriculum and teaching and learning methods.
- Develop teaching and learning strategies and materials.
- Conduct student entry level assessment.
- Research and prepare own teaching materials and for utilisation across the organisation.
- 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.
- Moderate validation of outcomes.
- Develop curriculum and/or consultative duties as appropriate.

- Develop and design courses.

GENERAL BACKGROUND TO SENIOR EDUCATOR CLASSIFICATIONS

The Senior Educator class covers the following streams:

Management

Curriculum and Project Design

Teaching

Definitions

Coordinate:	To bring into common action; to harmonize, to integrate.
Supervise:	To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance.
Manage:	To administer, supervise and coordinate staff and resources and achieve a predetermined outcome.
Lead:	To lead or direct a course or in the direction of; to channel, to direct the operations of.

SENIOR EDUCATOR 1 CLASSIFICATION

Classification Context and Task Level

Employees appointed to this classification may supervise an organisational unit and/or may perform high level specialist educational functions.

In addition to the provisions outlined in the descriptors for "General Context and Task Level for Educators and Senior Educators" and the "Educator Classification", the requirements and typical functions of a Senior Educator 1 are consistent with the following:

Typical Functions

- Coordinate and supervise resources.
- Manage a team of staff.
- Manage the design, development, delivery and evaluation of innovative, customised, high quality teaching and learning.
- Induct staff.
- Coordinate administrative requirements.
- Provide specialist skills as appropriate within the organisation, and the wider community in Victoria, nationally or internationally. 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 student completions are verified.
- Ensure student results are completed.
- Develop individualised self-paced learning materials.
- Develop and implement assessment systems.

Judgement, Problem Solving, Accountability and Extent of Authority

- 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.

Organisational Relationship and Impact

- Contribute to the development of organisation-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 students on curriculum, educational or consultative service requirements for innovative and effective education which meets the needs of learners
- Provide high-level professional advice and assistance to teaching staff and the Employer's clients.
- Represent the Employer at relevant networking events.

Specialist Skills and Knowledge

- 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.
- 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

Classification Context and Task Level

Employees appointed to positions at this classification:

- 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.

In addition to the provisions outlined in the descriptors for "General Context and Task Level for Educators and Senior Educators" and the "Educator Classification", and the "Senior Educator 1 Classification", the requirements and typical functions of a Senior Educator 2 are consistent with the following:

Typical Functions

- Lead the design, development, delivery and evaluation of innovative, customised, high quality education 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 Educators.
- Examine and make recommendations on alternative flexible delivery strategies.
- Initiate project development.
- Provide advice on improvements to records management systems.

Judgement, Problem Solving, Accountability and Extent of Authority

- 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.
- Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the organisation.

Organisational Relationships and Impact

- Develop organisation-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.

SENIOR EDUCATOR 3 CLASSIFICATION

Classification Context and Task Level

Employees appointed to this classification:

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

In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Educators and Senior Educators", the "Educator Classification" and the "Senior Educator 1 & 2 Classifications", the requirements and typical functions of a Senior Educator 3 are consistent with:

Typical Functions

- Develop organisation-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.

- 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 Educators.

Judgement, Problem Solving, Accountability and Extent of Authority

- Demonstrated capacity to resolve complex problems.
- Lead and manage large functional or specialist operations.
- Provide academic leadership within the organisation.
- 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.

Organisational Relationship and Impact

- Lead the development, review arid implementation of the Employer's strategic educational plans, initiatives and policies.
- Highly developed capacity to resolve complex conflict.
- Make a significant contribution to strategic directions.
- Investigate costings and resource implications for program areas and negotiate recommendations.
- Source funding, partnership delivery opportunities and other innovative opportunities.
- Promote and represent the organisation regionally and beyond, including with government bodies.
- Build networks within the wider community and source and develop future educational needs.

SCHEDULE 3- QUALIFICATIONS AND EXPERIENCE

The minimum qualifications and experience for Educators and Senior Educators, as outlined in the National Standards for Foundation Programs (Standard 9 – Teacher Qualifications), will be:

The minimum requirements for Educators primarily responsible for academic subject areas must be:

- A recognised degree relevant to the course being taught
  Plus EITHER
- A formal qualification in the delivery of education
  OR
- 2 years' relevant teaching experience, including breadth of experience in delivering to students from non-English speaking backgrounds.

The minimum requirements for Educators primarily responsible for academic English language subject areas are:

- A recognised degree
  AND
- An appropriate English language teaching qualification
  AND
- 2 years' ESL/EFL teaching experience

SCHEDULE 4 - REMUNERATION

Increases in salaries and casual hourly rates of pay will apply from the first full pay period on or after the dates specified in tables S4.1 and S4.2 below.

S4.1 Ongoing and Fixed-term rates of pay

Years of Experience	Classification Level	1-Jan 2026	1-Jul 2026	1-Jan 2027	1-Jan 2028	1-Jan 2029
	SE3	$128,370	$132,221	$136,188	$140,273	$144,482
	SE2	$124,683	$128,423	$132,276	$136,244	$140,332
	SE1	$120,995	$124,624	$128,363	$132,214	$136,180
10+	E10	$117,307	$120,827	$124,451	$128,185	$132,030
9-10	E9	$111,937	$115,295	$118,754	$122,317	$125,986
8-9	E8	$108,152	$111,397	$114,739	$118,181	$121,726
7-8	E7	$104,494	$107,629	$110,858	$114,183	$117,609
6-7	E6	$101,452	$104,496	$107,630	$110,859	$114,185
5-6	E5	$98,496	$101,451	$104,494	$107,629	$110,858
4-5	E4	$95,627	$98,496	$101,451	$104,494	$107,629
3-4	E3	$91,074	$93,806	$96,621	$99,519	$102,505
2-3	E2	$88,422	$91,074	$93,806	$96,621	$99,519
1-2	E1	$85,846	$88,421	$91,074	$93,806	$96,621
0-1	E0	$83,346	$85,846	$88,421	$91,074	$93,806

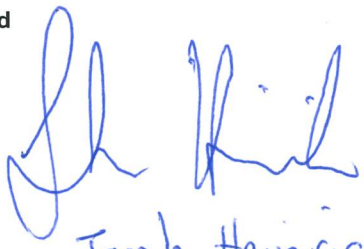
S4.2 Casual hourly rates of pay

The rates below are inclusive of a 25% casual loading

	1-Jan 2026	1-Jul 2026	1-Jan 2027	1-Jan 2028	1-Jan 2029
Teaching	$93.41	$97.15	$101.03	$105.07	$109.28
Non-Teaching	$66.29	$66.29	$66.29	$66.29	$66.29

SIGNED for and on behalf of RMIT Training Pty Ltd

Signatory

Signature: 

Name: Jacob Heinrich

Title: CEO

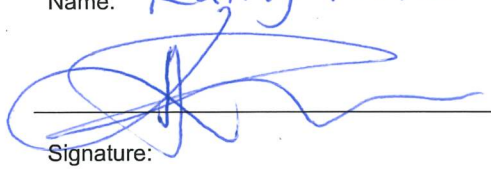
Address: 99 Franklin ST Melbourne VIC 3000

Date: 25- August -2026.

Explanation of authority to authority to sign the Agreement:

Witness

Name: Kathy Prince

Signature: 

Date: 25 August 2026.

SIGNED for and on behalf of the Employee Representatives

Signature:

Name: Leanne Ryan

Authority: *(elected by other employees covered by the Agreement as a representative)* Team Leader, Curriculum

Address: 97-99 Franklin St. Melbourne. 3000 VIC

Date: 26/08/2026

Witness

Name: Anannya Bhattacharya

Signature:

Date: 26/08/2026

Signatory

Signatory

Signature: R Pohlner.

Name: Rebecca Pohlner

Authority: Team Leader, Stream ADA

(elected by other employees covered by the Agreement as a representative)

Address: RMIT UP Bldg 85 97-99 Franklin St Melbarne 3000 VIC

Date: 25/8/2026.

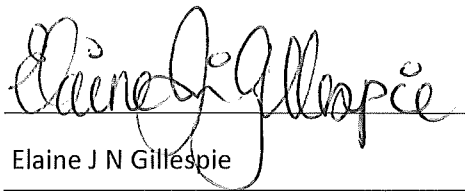
Witness

Name: Tonia Shuter

Signature: [signature]

Date: 25/8/26

SIGNED by Australian Education Union (AEU) for and on behalf of Employees

Signature: 

Name: Elaine J N Gillespie

Title: Vice President, TAFE & Adult Provision
Australian Education Union

Address: 126 Trenerry Crescent, Abbotsford VIC 3067

Date: 20 August 2026

Explanation of authority to authority to sign the Agreement: Authorised Representative of the AEU

Witness

Name:

Hannah Pelka-Caven, Industrial Officer, Australian Education Union

Signature: 

Date: 20 August 2026

Signed by the National Tertiary Education Union (NTEU) for and on behalf of Employees

Signature:

Name:

Title:

Address:

Date:

Explanation of authority to authority to sign the Agreement:

Witness

Name:

Signature:

Date: