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Part 1  Conditions Applicable to all Employees
Part 1 Conditions Applicable to all Employees

A Introduction

1. Title

1.1. The Agreement shall be known as the Monash College Pty Ltd Enterprise Agreement 2015.

2. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the Fair Work Act 2009 (the Act) as amended.</td>
</tr>
<tr>
<td>Academic Teacher</td>
<td>means a person employed principally to teach the Bachelor of International Business (BiB) program or other degree programs.</td>
</tr>
<tr>
<td>Chief Executive Officer (CEO)</td>
<td>means a person appointed to or acting in a Chief Executive Officer's position, or as his or her nominee.</td>
</tr>
<tr>
<td>Diploma Teacher</td>
<td>means a person employed principally to teach Monash College diploma courses.</td>
</tr>
<tr>
<td>Company</td>
<td>means Monash College Pty Ltd.</td>
</tr>
<tr>
<td>Consultation</td>
<td>is the process of timely exchange of information and views between the Company and Employees and/or the Employees’ Representatives to enable their input to be taken into account in Company decision-making and planning processes.</td>
</tr>
<tr>
<td>Continuing Employment</td>
<td>means full-time or part-time employment, other than fixed-term, sessional or casual employment.</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>means a period of unbroken service with the Company and in respect of fixed-term or sessional/casual employees, shall be taken to include a series of contracts or engagements, provided that breaks of no more than four (4) months between any contracts or engagements shall not break continuity of service but will not count as service. The engagement of a sessional casual employee for the purposes of this definition shall mean the anticipated engagement period specified in each written offer of employment in accordance with clause 20.4. Any period of authorised leave will not constitute a break in service with the Company.</td>
</tr>
<tr>
<td>De facto spouse</td>
<td>means a person of the opposite or same sex who lives with the Employee as husband, wife or partner of the Employee on a bona fide domestic basis.</td>
</tr>
<tr>
<td>Dispute</td>
<td>is a matter or issue arising from the operation of this Agreement and is between the parties to the Agreement (refer to prevention and resolution of disputes procedures clause).</td>
</tr>
<tr>
<td>Divisional Director</td>
<td>means the head of an operating division of the Company.</td>
</tr>
<tr>
<td>ELICOS Teacher</td>
<td>means a person employed principally to teach ELICOS, TESOL or other English language courses within the Company’s operations.</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person employed in Australia on a full-time, part-time, continuing, fixed-term, casual or sessional basis by the Company other than an Employee employed as a Teacher to teach in the Monash University Foundation Year or a Nominated Employee.</td>
</tr>
<tr>
<td>FWC</td>
<td>means Fair Work Commission</td>
</tr>
<tr>
<td>General Staff</td>
<td>means a person employed in Australia on a full-time, part-time or casual basis by</td>
</tr>
<tr>
<td>Grievance</td>
<td>is an issue of concern raised by an Employee in relation to an action taken or omitted in the workplace (refer to grievance procedures clause).</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Immediate Family | a) An Employee’s spouse (including the Employee’s former spouse, de facto spouse and former de facto spouse). An Employee’s ‘de facto spouse’ means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee;  
  b) A child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee’s spouse (including of the Employee’s former spouse, de facto spouse and former de facto spouse);  
  c) A member of the Employee’s household; or any other person with whom the Company is satisfied that the Employee has a bona fide Immediate Family relationship. |
| Independent Person | for the purposes of the Grievance resolution process, includes a member of the Company’s management drawn from a business unit or function other than that in which the alleged Grievance occurred, or a person external to the Company. |
| Injury | shall have the same meaning as prescribed under the Workers’ Compensation Act 1958, the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013, whichever is applicable. |
| Misconduct | is used as a general term to describe conduct by an Employee which is unsatisfactory. For purposes of this Agreement, misconduct is differentiated into three levels of seriousness:  
  a) Misconduct – which must be investigated prior to assigning any change in work or penalty. Such misconduct is less serious than serious misconduct.  
  b) Serious Misconduct – which is defined below, can include an immediate consequence of suspension on full pay pending conclusion of an investigation.  
  c) Serious and Wilful Misconduct – is Serious Misconduct (as defined) and which is also wilful. This can trigger summary dismissal by the Employer under clause 16.13. |

### Meaning of Serious Misconduct:

1. Conduct that is Serious Misconduct includes the following:  
   a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;  
   b) conduct that causes serious and imminent risk to:  
      i) the health or safety of a person; or  
      ii) the reputation, viability or profitability of the employer's business.  

2. Conduct that is Serious Misconduct includes any of the following:  
   a) the Employee, in the course of the Employee's employment, engaging in;  
      i) theft; or  
      ii) fraud; or  
      iii) assault;  
   b) the Employee being intoxicated at work (see 4. below);  
   c) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.  

3. It is not Serious Misconduct if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.
4. An Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monash Professional Pathways (Monash Professional) Trainer</td>
<td>means a person employed principally to undertake training in programs related to workplace communication, workplace culture and supporting employability for undergraduate and graduate international and domestic participants from English speaking and non-English speaking backgrounds.</td>
</tr>
<tr>
<td>Nominated Employee</td>
<td>means a person whose salary exceeds the highest salary prescribed for Employees as outlined in either Schedule 1, Schedule 3, Schedule 5, Schedule 8, Schedule 10, Schedule 11 and Schedule 12 and who is employed under an executive or associate contract of employment, provided that the executive or associate contract of employment is no less favourable in the aggregate than the provisions of this Agreement.</td>
</tr>
<tr>
<td>NES</td>
<td>National Employment Standards</td>
</tr>
<tr>
<td>Operative Date</td>
<td>means the date of commencement of operation of the Agreement as declared by the Fair Work Commission.</td>
</tr>
<tr>
<td>Ordinary rate of pay</td>
<td>means the salary payable or pro rata hourly rate in accordance with the relevant classification as set out in Schedule 1, Schedule 3, Schedule 5, Schedule 8, Schedule 10, Schedule 11 and Schedule 12 of this Agreement.</td>
</tr>
<tr>
<td>Parental leave</td>
<td>means maternity, adoption or partner leave.</td>
</tr>
<tr>
<td>Remuneration</td>
<td>means all payments made by the Company to Employees for work performed, including salary/wages, allowances and the cash value of items such as mobile telephones, computers, car, superannuation, etc.</td>
</tr>
<tr>
<td>Representative</td>
<td>means a friend, colleague or Union official but not a practicing barrister or solicitor.</td>
</tr>
<tr>
<td>Serious Misconduct</td>
<td>refer to the definition of Misconduct</td>
</tr>
<tr>
<td>Supervisor</td>
<td>means the person who is responsible for the day-to-day supervision of the Employee.</td>
</tr>
<tr>
<td>Spouse</td>
<td>means Spouse, de facto spouse, former Spouse and former de facto spouse.</td>
</tr>
<tr>
<td>Trimester</td>
<td>means one of the three (3) periods into which the teaching year is divided, for the Company's Diploma and Bachelor of International Business operations. Each period includes approximately twelve (12) teaching weeks and four (4) non-teaching weeks, but may vary in length according to the requirements of the period.</td>
</tr>
<tr>
<td>Union</td>
<td>means the &quot;National Tertiary Education Industry Union&quot; (NTEU).</td>
</tr>
<tr>
<td>University</td>
<td>means Monash University.</td>
</tr>
<tr>
<td>Unsatisfactory Performance</td>
<td>means a consistent and/or serious failure of the Employee to perform work, or work to the expected standard which would be reasonably required of them having regard to:</td>
</tr>
<tr>
<td></td>
<td>• the nature and purpose of the position and</td>
</tr>
<tr>
<td></td>
<td>• the level of classification.</td>
</tr>
</tbody>
</table>
3. Intention of the Agreement

3.1. Monash College in Australia is owned by Monash University, Australia's largest international university. Playing a key role in the delivery of the University's global engagement strategy, it is the Company's intention to provide a range of educational programs and services that align with the high-quality standards of the University.

3.2. The Company is committed to being an Employer of Choice, and through this Agreement, provides competitive conditions and benefits of employment, professional development and growth for Employees whilst supporting productivity, efficiency and flexibility of the workforce to meet the dynamic demands of the international education market.

3.3. The Company seeks to provide a workplace environment which:

3.3.1. values the activities and contribution of each Employee;
3.3.2. is professionally satisfying for all Employees;
3.3.3. recognises and rewards employees fairly;
3.3.4. provides flexible family friendly employment arrangements;
3.3.5. provides Employees with career and professional learning opportunities;
3.3.6. demonstrates its commitment to equal opportunity; and,
3.3.7. provides a safe and health working environment.

4. Operation of the Agreement

4.1. This Agreement will come into force on the Operative Date and will have a nominal expiry date of 1 July 2018.

5. Application and Parties Bound

5.1. This Agreement shall be binding upon:

5.1.1. the Company;
5.1.2. the Union; and,
5.1.3. the Employees of the Company, as defined.

5.2. The Agreement is made under Section 172(2)(a) of the Act.

6. Availability of the Agreement

6.1. Copies of this Agreement shall be available to each Employee, at the commencement of this Agreement and, subsequently, upon commencement of employment with the Company. An electronic copy will also be available on the Company's web site.

6.2. The Company commits to providing Employees with information and training sessions outlining both Company and Employee obligations under the Agreement.

7. Operation of Awards and Agreements

7.1. This Agreement is a closed and comprehensive agreement and subject to the NES, wholly displaces any award (existing or future) and any agreement which, but for the operation of this Agreement would apply.
8. No Extra Claims

8.1. The parties agree not to pursue any extra claims about any matters covered by this Agreement during the period of operation of this Agreement, but for which the operation of this Agreement would apply.

9. Renegotiation of Agreement

9.1. The parties undertake to commence negotiations for a replacement Agreement, not more than six (6) months or less than three (3) months prior to the Nominal Expiry date of this Agreement.

10. Grievance Procedures

10.1. Principles

10.1.1. The purpose of these procedures is to provide Employees with an effective and user-friendly Grievance resolution process that facilitates fair treatment of Grievances.

10.1.2. The principles of procedural fairness and natural justice apply to the Grievance resolution process and, as such:

a) all parties to the Grievance are entitled to be made aware all information relevant to the Grievance unless the information is confidential or commercial in confidence; and,

b) those involved in the Grievance resolution process are required to act fairly, impartially and without bias.

10.1.3. It is recognised that some Grievances may arise that will be best dealt with in confidence between the direct parties.

10.1.4. These Grievance procedures are intended to facilitate Employee Grievances being resolved in a conciliatory, informal, effective and timely manner and by doing so, contribute to harmonious work relationships and organisational effectiveness.

10.1.5. This Grievance procedure shall not apply to any matters relating to the operation of the Agreement or matters relating to EEO, OHS, Harassment or Bullying or similar matters for which there are Company Human Resources policies and procedures in place.

10.2. Advice and Assistance

10.2.1. Employees who feel they have a Grievance can obtain advice from the People and Culture Unit, or their Union, as to how their Grievance may be addressed.

10.2.2. An Employee who is a party to a Grievance may request advice or assistance of a Representative at any stage in the Grievance resolution procedure.

10.2.3. The People and Culture Unit may become involved to assist the parties to resolve a Grievance where requested by a party to a Grievance or the relevant Supervisor or Divisional Director.

10.3. Grievance Procedure

10.3.1. It is expected that in most situations the Employee will first discuss the Grievance with their Supervisor.

10.3.2. In circumstances where the Supervisor is a party to the Grievance, and/or the Employee considers that it would be inappropriate to discuss the Grievance with their Supervisor, the Employee may discuss the Grievance with the next level of management, or the People and Culture Unit, in which case the timelines outlined hereafter will still apply.
10.3.3. Where the aggrieved Employee raises the matter with his/her Supervisor, all reasonable attempts must be made to resolve the issue as soon as practicable, and normally within five (5) working days.

10.3.4. If this process does not resolve the Grievance to the satisfaction of the aggrieved Employee within five (5) working days, the Employee may, within a further five (5) working days, request a meeting with the relevant Divisional Director. Other persons, as agreed by the parties, may also be involved in this meeting.

10.3.5. Such a meeting will normally be held within five (5) working days of the request being received.

10.3.6. If the Grievance has still not been resolved, the aggrieved Employee may within a further ten (10) working days, notify the Director, People and Culture, requesting that the matter be referred to the Chief Executive Officer.

10.4. Involvement of the Chief Executive Officer

10.4.1. A referral of a Grievance to the Chief Executive Officer can only be made where:
   a) a Grievance has been processed under this Grievance procedure but remains unresolved; and,
   b) the referral of the Grievance is within twelve (12) months of the last incident capable of forming the subject matter of the unresolved Grievance.

10.4.2. The referral must be supported by a written statement describing the incident or incidents that form the subject of the unresolved Grievance.

10.4.3. On receipt of a referral of an unresolved Grievance, the Chief Executive Officer shall consult with the parties to the Grievance as to the most appropriate method of proceeding to resolve the matter.

10.4.4. The method of proceeding may include:
   a) conciliation/mediation; and/or,
   b) investigation by an Independent Person.

10.4.5. If there is no agreement between the parties to the Grievance as to the method of resolving the matter, the Chief Executive Officer shall determine the process for resolving the matter.

10.4.6. The following outcomes shall constitute a settlement of the Grievance:
   a) the aggrieved Employee withdraws the Grievance in writing; or,
   b) there is agreement between the parties to a Grievance; or,
   c) a process which was either agreed to by the parties to a Grievance, or a process determined by the Chief Executive Officer where the parties have not agreed on the process to resolve a Grievance, has been completed.

10.5. Investigation Process

10.5.1. Where an investigation is to take place, the Chief Executive Officer shall immediately make available a copy of the aggrieved Employee’s statement to the other parties to the Grievance, who will have ten (10) working days to respond in writing. A copy of any response will be provided to the aggrieved Employee.

10.5.2. The Chief Executive Officer, after consultation with the parties to the Grievance, shall appoint a suitably experienced and qualified Independent Person as soon as practicable, to investigate the Employee Grievance, report and make recommendations on appropriate action to the Chief Executive Officer.

10.6. Conciliation/Mediation Process

10.6.1. Should it be decided that conciliation/mediation is the most appropriate course for resolving the Grievance; the Chief Executive Officer shall immediately make
available a copy of the aggrieved Employee’s statement to the other party to the Grievance, who will have ten (10) working days to respond in writing. A copy of any response will be provided to the aggrieved Employee.

10.6.2. The Chief Executive Officer shall, in consultation with the parties, appoint an appropriately qualified and/or experienced Independent Person, as soon as practicable, to meet with the affected parties and attempt to conciliate/mediate a resolution to the Employee Grievance.

10.6.3. The Independent Person appointed under clause 10.6.2 shall report on the result of conciliation proceedings and make recommendations to the Chief Executive Officer on any further action that should be taken, as deemed appropriate.

11. Prevention and Resolution of Disputes Procedures

11.1. The parties are committed to resolving all disputes about any matter in relation to:

11.1.1. the application of this Agreement or any matters arising from it;

11.1.2. the NES (other than a dispute about whether an employer had reasonable business grounds under Section 65 (5) of the Act) by discussion and negotiation in a timely manner.

11.2. Whilst discussions, meetings or proceedings are taking place in accordance with the procedures of this clause:

11.2.1. The Company shall ensure that work continues in a manner consistent with safe working practices.

11.2.2. Neither party will take any action that is likely to exacerbate the dispute or take industrial action in respect of the issues in dispute.

11.2.3. All work shall continue in accordance with established custom and practice at the workplace.

11.2.4. There will be no prejudice to the positions of the parties.

11.3. A dispute about a matter arising under this Agreement or the NES will be dealt with in accordance with the following procedure:

11.3.1. Stage 1

   a) Should an Employee have a concern about the application of this Agreement, the affected Employee is encouraged to raise the matter with his/her immediate Supervisor.

   b) The Employee may involve a nominated Representative at this, or during any later stage in this process.

11.3.2. Stage 2

   If the issue is not resolved the Employee concerned and/or a nominated Representative may raise the matter with the relevant Divisional Director.

11.3.3. Stage 3

   If the issue is not satisfactorily resolved, the matter shall be discussed between the Company and the Union (maximum of two (2) Representatives for each party unless otherwise agreed).

11.3.4. Stage 4

   If the issue is not resolved within a further reasonable timeframe, either party may refer the matter to the Fair Work Commission for conciliation in the first instance or arbitration where conciliation fails by either party in which case the parties shall
be bound by any recommendation or decision of FWC, subject to any right of appeal under the Act.

11.3.5. **Timeframes**

Sensible time limits will be allowed for the completion of each stage in this process. This will depend on the nature of the issue but as a general rule five (5) working days would be considered to be reasonable.

11.3.6. **Unfair Dismissal or Unlawful Action**

The procedures prescribed in this clause shall apply in all instances, except where the dispute relates to alleged unfair dismissal or alleged unlawful action where procedures/processes are provided under the Act.

12. **Consultative Committee**

12.1. A Consultative Committee (‘Committee’) will be established to:

12.1.1. act in an advisory capacity and provide input to the development of, or amendment to, workplace policies or practices;

12.1.2. consult on general matters that are of serious concern to Employees;

12.1.3. monitor and review the implementation of the terms of the Agreement; and,

12.1.4. review issues which are specifically referred to the Committee under the terms of this Agreement.

12.2. The Committee will be provided with relevant material within a timeframe that allows for its consideration in a way that contributes to the decision-making of the Company.

12.3. The Company may use the Committee as an initial forum to discuss a proposal for significant or substantial change as provided for in clause 13.1 any discussion within this forum however will not be used as a substitute for the Consultation and Change process in clause 13.

12.4. Subject to clause 12.8 the Committee will comprise, when dealing with issues that are relevant to Employees covered by this Agreement:

12.4.1. a maximum of three (3) management Representatives nominated by the Company;

12.4.2. a maximum of three (3) Employees elected by the Employees, with no more than one (1) Representative from each of the various Employee Groups covered by this Agreement.

12.5. The Company and the Union will jointly arrange for the election of Employee Representatives to the Committee.

12.6. The Committee will meet once every quarter and at other times as agreed.

12.7. The Company will report to the Committee on the following matters on a six (6) monthly basis:

12.7.1. number of Family Violence applications;

12.7.2. number of approved Study Leave applications;

12.7.3. overview of Professional Development activity;

12.7.4. workforce compositions of MUELC and Diplomas;

12.7.5. workplace Diversity and Enterprise Agreement training.

12.8. A Union Official or a person, who has expert knowledge in respect of a specific issue under consideration, may be invited to attend a Committee meeting, subject to agreement between the parties.
12.9. Where the Committee meets to discuss issues that affect only one (1) division of the business the Committee will comprise:

12.9.1. maximum of two (2) management representatives nominated by the Company; and,

12.9.2. maximum of two (2) Employees elected by the Employees, from the relevant Employee group.

12.10. From time to time, by agreement with the Company, Employee elected members of the Committee will be allowed reasonable time to consult with Employees on issues discussed at Committee meetings.

13. Consultation and Change

13.1. After the Company has made a definite decision to implement significant changes in any of the workplaces covered by this Agreement, it will consult with affected Employees and the Union as soon as practicable regarding the proposed change/s and plans for implementing the change.

13.1.1. Significant change includes, but is not limited to:

a) changes in the composition, operation or size of the workforce, or the skills required, including new business opportunities where there may be an impact on existing Employees;

b) outsourcing of work currently performed in house;

c) alteration of operating hours of any work unit;

d) the need for retraining, or transfer of Employees to other work locations; and,

e) the restructuring of work units (including redeployment and redundancy).

13.1.2. To facilitate consultation the Company shall provide the affected Employees and the Union relevant information about the changes. Relevant information shall be provided in writing and will include: the nature of and rationale for the change, proposed organisational structures and position descriptions, the expected effects of the changes on Employees and any proposed measures to assist with transition, provided that the Company shall not be required to disclose confidential information, the disclosure of which would be contrary to the Company’s interests.

13.1.3. The Company will allow reasonable time for consultation and will give consideration to matters raised by the Employees or the Union with the view of taking appropriate steps to mitigate against any adverse impact associated with the change.

13.1.4. The parties will make every effort to ensure that issues raised in consultation pursuant to this clause are dealt with as expeditiously as possible.

13.2. Where the Company proposes to change an Employee’s roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their Representatives, if any, about the proposed change.

13.3. The Company must:

13.3.1. provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

13.3.2. invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

13.3.3. give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
13.4. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

13.5. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

14. Managing Performance Concerns

14.1. Application

14.1.1. This clause applies to all Employees (including Casual/Sessional Employees) other than Employees who are in a probationary period of employment.

14.2. On identification of concerns about an Employee’s performance, the Supervisor and Employee will meet to:

14.2.1. specify and discuss those performance concerns, taking into account all relevant factors;

14.2.2. attempt to resolve the matters of concern through measures such as guidance, counselling, constructive feedback or criticism, training and development, setting of appropriate performance/behavioural standards; and,

14.2.3. discuss and set the timeframe within which concerns are to be addressed and reviewed.

14.3. The discussions, agreed actions and progress achieved during this process will be documented.

14.4. If performance concerns are not resolved through the steps outlined in this clause the following will occur:

14.4.1. For Sessional and Casual Employees, a decision regarding any future employment will be made in accordance with Company policy.

14.4.2. For Continuing or Fixed-term Employees, the matter will be managed as per clause 15 Managing Unsatisfactory Performance.

15. Managing Unsatisfactory Performance

15.1. The purpose of this clause is to set out what may occur following the conclusion of the steps outlined in clause 14. The clause will:

15.1.1. support Employees with unsatisfactory work performance to improve their performance to the required standard;

15.1.2. ensure that unsatisfactory work performance is addressed in a timely manner; and,

15.1.3. provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Company’s expected standard.

15.2. Application

15.2.1. This clause applies to all Employees except Casual/Sessional Employees and Employees who are in a probationary period of employment.

15.3. The process for Managing Unsatisfactory Performance will be consistent with the principles of procedural fairness. All parties commit to completing any process as quickly as possible. The principles cover the following:

15.3.1. Before starting the Unsatisfactory Performance process, the Company will give the Employee a copy of the relevant policy and the process that will be followed.
15.3.2. Before meeting with the Employee the Company must tell the Employee what the meeting is about and provide the Employee with a reasonable amount of time to seek advice.

15.3.3. During the meeting, the Company will provide the Employee with an opportunity to explain their Unsatisfactory Performance.

15.3.4. Before making a decision, the Company will take into consideration the Employee’s response to the Unsatisfactory Performance and/or behaviour and any mitigating circumstances.

15.4. An Employee is entitled to be supported by a Representative at any stage of the Managing Unsatisfactory Performance process.

15.5. Where action has been taken under clause 14 and the manager is of the opinion that the performance of the Employee remains unsatisfactory, the manager will meet with the Employee to discuss:

15.5.1. details of the continuing Unsatisfactory Performance;
15.5.2. any mitigating circumstances or alternative views of the Employee;
15.5.3. the improvement required and the Company’s expectations of performance and behaviour;
15.5.4. specific actions designed to assist in improving performance (including training where appropriate); and,
15.5.5. the timeframe within which reasonable improvement is to be achieved and maintained and any additional meetings that may be required.

15.6. The Employee will be advised of the consequences of not improving their performance within a reasonable period of time.

15.7. The Employee and Company will endeavour to establish an agreed action plan and a copy will be placed on the Employee’s personnel file along with a record of the meeting.

15.8. If the Company determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 15.5.5 the Company will notify the Employee in writing that:

15.8.1. the Managing Unsatisfactory Performance process has been completed; and,
15.8.2. no further action will be taken by the Company unless the Employee engages in repeated and relevant Unsatisfactory Performance within a twelve (12) month period, in which case the Managing Unsatisfactory Performance process may recommence at any stage of the process having regard to the previous issues and the seriousness of the matter.

15.9. Where the processes referred to above has not produced the required performance and/or behaviour improvements, a first written warning will be issued by the Company.

15.10. The first written warning will indicate:

15.10.1. the standard expected of the Employee;
15.10.2. where the Employee is not meeting this standard;
15.10.3. areas that the Employee needs to focus on to improve;
15.10.4. a reasonable timeframe within which improvement is to be achieved and maintained; and,
15.10.5. the consequences if the Employee fails to improve their performance including that continued or repeated Unsatisfactory Performance may result in termination of the Employee’s employment.

15.11. The written warning will be placed on the Employee’s personnel file.
15.12. If the Company determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in the first warning letter, the Company will notify the Employee in writing that:

15.12.1. the Managing Unsatisfactory Performance process has been completed; and,

15.12.2. no further action will be taken by the Company unless the Employee engages in repeated and relevant Unsatisfactory Performance within a twelve (12) month period, in which case the Managing Unsatisfactory Performance process may recommence at any stage of the process having regard to the previous issues and the seriousness of the matter.

15.13. Where the processes referred to above have not produced the required performance and/or behaviour improvements, a final written warning will be issued by the Company.

15.14. The final written warning will indicate:

15.14.1. the standard expected of the Employee;

15.14.2. where the Employee is not meeting this standard;

15.14.3. areas that the Employee needs to focus on to improve;

15.14.4. a reasonable timeframe within which improvement is to be achieved and maintained; and,

15.14.5. the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee’s employment.

15.15. If the Company determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in the final warning letter, the Company will notify the Employee in writing that:

15.15.1. the Managing Unsatisfactory Performance process has been completed; and,

15.15.2. no further action will be taken by the Company unless the Employee engages in repeated and relevant Unsatisfactory Performance in the future, in which case the Managing Unsatisfactory Performance process may recommence at any stage having regard to the previous issues and the seriousness of the matter.

15.16. If the Employee’s Unsatisfactory Performance and/or behaviour continue, the Employee will be requested to attend a meeting to discuss the proposed action to be taken by the Company. The Employee will be given a reasonable timeframe to respond to the company's proposed course of action, including suggestions as to alternative courses of action.

15.17. Prior to finalising the outcome, the Chief Executive Officer shall be satisfied that the Employee has been given the opportunity to present all information that he/she believes is relevant to his/her situation and that the above procedures have been appropriately applied.

15.18. Options for Unsatisfactory Performance outcomes would normally include, but are not limited to:

15.18.1. that as an alternative to dismissal, the Employee be offered the option of being transferred to another position in the Company, and paid salary appropriate to that position; or,

15.18.2. dismissing the Employee in accordance with the termination process outlined in clause 62.

15.19. The Company will advise the Employee of the Unsatisfactory Performance outcome in writing and a copy will be placed on the Employee’s personnel file.

15.20. **Lapse of Proceedings**

15.20.1. In the event that an Employee resigns, proceedings initiated under this clause shall lapse.
16. Managing Misconduct/Serious Misconduct

16.1. The purpose of this clause is to:

16.1.1. establish fair and transparent procedures for Managing Misconduct or alleged Misconduct of an Employee; and,

16.1.2. provide for the alleged Misconduct of the Employee to be investigated and addressed expeditiously and with minimal disruption to the workplace.

16.2. Application

16.2.1. This clause applies to all Employees except Casual/Sessional Employees and Employees who are in a probationary period of employment.

16.3. The process for managing Employee Misconduct will be consistent with the principles of procedural fairness. All parties commit to completing any process as quickly as possible. The principles cover the following:

16.3.1. Before starting the Misconduct process, the Company will give the Employee a copy of the relevant policy and the process that will be followed.

16.3.2. Before meeting with the Employee the Company must tell the Employee what the meeting is about in advance.

16.3.3. The Company will provide the Employee with a reasonable amount of time to seek advice.

16.3.4. The Company will provide the Employee with an opportunity to provide details of any mitigating circumstances.

16.3.5. Before making a decision, the Company will take into consideration the Employee’s response to the allegations of Misconduct and any mitigating circumstances.

16.4. An Employee is entitled to be represented by a person of their choice (including a Union Representative) at any stage of the Misconduct process.

16.5. In the case of an allegation of Serious Misconduct and subject to clause 16.13:

16.5.1. the CEO may summarily suspend an Employee for a defined period of time for behaviour considered to be of sufficient seriousness as to warrant summary action. Any such action will only occur pursuant to the following procedures:

a) Suspension will be on full pay and will extend until either the expiry of a period at the discretion of the CEO or until an inquiry is concluded and a determination is made on the allegation of Serious Misconduct, whichever is the earlier.

b) Written notification of suspension, including the grounds for suspension, will be given to the Employee within one working day of the suspension.

c) A suspended Employee will not have access to his/her workplace except with the knowledge and approval of the CEO, and then only for the purpose of preparing any case under this clause.

16.6. Any investigation into allegations of Misconduct or Serious Misconduct will be endorsed by the CEO prior to commencing.

16.6.1. Where an investigation is to be conducted the CEO will:

a) notify the Employee of the allegations in writing and in sufficient detail to enable the Employee to understand the precise nature of the allegations and to properly consider and respond to them; and require the Employee to submit a written response within ten (10) working days; or

b) where required, refer the matter to an external body with the appropriate jurisdiction to deal with the matter and in such cases, inform the Employee in writing at the time of such referral.
16.6.2. If the CEO determines that no investigation is required the Employee will be advised of this in writing and the CEO will propose an outcome as per clause 16.7.

16.7. Following consideration of all the relevant material, the CEO will propose one of the following actions, that:

16.7.1. no disciplinary action be taken and the Employee be reinstated to his/her position;

16.7.2. the Employee be reprimanded in writing;

16.7.3. the Employee's salary increment be withheld for up to one year;

16.7.4. as an alternative to dismissal, the Employee be offered the option of being transferred to another position in the Company, and paid salary appropriate to that position; or,

16.7.5. the Employee be dismissed.

16.8. In cases involving Misconduct not amounting to Serious Misconduct, disciplinary action will be limited to the scope of clauses 16.7.1–16.7.4.

16.9. Prior to finalising the Misconduct outcome, the Employee will be given an opportunity to respond to the Company's proposed course of action. Any submission must be submitted within five (5) working days of receiving the proposed Misconduct outcome.

16.10. After considering the Employee’s response to the proposed penalty, the CEO will determine the final Misconduct outcome.

16.11. Formal notice of that decision will be given to the Employee within two (2) working days.

16.12. In circumstances of dismissal arising from Serious Misconduct, an Employee’s employment shall terminate and no notice shall be required to be provided in accordance with clause 62.4.

16.13. **Summary Dismissal**

16.13.1. Notwithstanding the provisions of this clause, the employment of any Employee may be terminated without notice by the Company for serious and wilful Misconduct.

16.13.2. A statement of reasons for such dismissal will be supplied within twenty-four (24) hours of dismissal.

17. **Job Security**

17.1. Subject to unforeseen circumstances, the Company intends to maintain the overall size of the workforce during the life of the Agreement.

17.2. Wherever reasonably possible widespread redundancies and compulsory retrenchments are to be avoided but the Company may use targeted redundancies as reductions in staff become necessary in some areas where restructuring occurs.

18. **Professional Development**

18.1. The Company is committed to supporting professional development through a focus on Standards of Professional Practice including Professional Knowledge; Professional Practice and Professional Engagement to achieve the following objectives:

18.1.1. leverage transition education theories and drivers;

18.1.2. promote excellence in learning and teaching;

18.1.3. improve student learning outcomes;

18.1.4. promote communities of practice;

18.1.5. develop staff leadership capabilities; and,
18.1.6. facilitate the acquisition of skills and knowledge, both for personal development and for career advancement.

18.2. The Company will support professional development that is directly linked to the strategic aims and business objectives of the Company and supports the individual growth of its Employees in ways that will enhance their capacity to add value to the organisation.

18.3. Professional development occurs through a range of formal and informal work-related activities and is an integral part of what happens in the workplace. Hence, in addition to discrete external and internal programs and courses, professional development is conceived as including a wide range of activities, including collaboration, feedback, undertaking ‘acting’ roles and presenting at external forums.

18.4. The Company will provide an opportunity, through the Performance Enhancement Process, for Employees to propose and discuss activities which may address individual staff professional development and training needs, thereby assisting Employees to enhance their ability and/or capacity to perform their duties.

18.5. To support the professional development of all Employees, a Professional Development Staff Advisory Group and central Professional Development Fund to support the professional development for staff will be established.

18.6. The Professional Development Staff Advisory Group will make recommendations on professional development needs across the Company.

18.7. The Fund shall provide equitable access to development for Continuining and Fixed-term Employees and the facility for Sessional Employees to participate in nominated professional development activities. This commitment underpins the Company’s key objective of being an elite provider of transition education.
B  Employment Conditions
B  Employment Conditions

19.  Individual Flexibility Agreements

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

19.2. An individual Employee and the Company may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement, which will deal with one or more of the following matters:

19.2.1. Structuring a purchased leave arrangement (other than a 50/52 arrangement) whereby the Employee agrees to voluntarily reduce their working year and receive a pro rata salary based on this time reduction and averaged across the whole year (varying the effect of clause 23). Where an Employee reverts to fifty-two (52) week employment during the period of the arrangement, or the arrangement ceases due to employment ending, the appropriate pro rata salary adjustments will be made if necessary.

19.2.2. Allowing additional unpaid parental leave (varying the effect of clause 41).

19.2.3. Allowing additional unpaid carer’s leave (varying the effect of clause 37.11).

19.2.4. Cashing out of excess annual leave balances in accordance with clause 35.9.

19.2.5. Allowing for ordinary hours of work of the Employee to fall outside the spread of hours in clause 21.4 provided that the individual flexibility agreement must specify an alternative spread of hours which will apply for the purposes of determining the application of clause 27.

19.3. The Company will ensure that:

19.3.1. prior to entering into an arrangement the Employee is provided with the opportunity to have a Representative attend any meetings held for this purpose;

19.3.2. the arrangement meets the genuine needs of the Company and the individual Employee in relation to one or more of the matters mentioned in clause 19.2; and,

19.3.3. the arrangement is genuinely agreed to by the Company and the individual Employee.

19.4. The Company will ensure that the terms of the individual flexibility arrangement:

19.4.1. are about permitted matters under Section 172 of the Act;

19.4.2. are not unlawful terms under Section 194 of the Act; and,

19.4.3. result in the Employee being better off overall than they would be if no arrangement was made.

19.5. Prior to entering into an individual flexibility arrangement the Company will provide the Employee with no less than three (3) working days to enable them to consider the terms of the proposed arrangement, provided that the Employee may voluntarily confirm their agreement to the individual flexibility arrangement earlier than three (3) days.

19.6. The Company will ensure that the individual flexibility arrangement:

19.6.1. is in writing;

19.6.2. includes the name of the Company and the Employee; and,

19.6.3. is signed by the Company and Employee and, if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and includes details of:

a) the terms of the Agreement that will be varied by the arrangement;

b) how the arrangement will vary the effect of the terms;

c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and,
19.6.4. states the day on which the arrangement commences.

19.7. The Company will give the Employee a copy of the individual flexibility arrangement within fourteen (14) days of it being agreed and will retain a copy as part of its time and wages records.

19.8. The Company or Employee may terminate the individual flexibility arrangement:

19.8.1. by giving no less than twenty-eight (28) days written notice to the other party to the arrangement; or,

19.8.2. if the Company and Employee agree in writing, at any time.

19.9. The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the Company and an individual Employee contained in any other term of this Agreement.

20. Terms of Engagement

20.1. Employees may be engaged by the Company on a Continuing, Fixed-term, Sessional or Casual basis. Unless otherwise provided for in this Agreement, nothing in this Agreement limits the number or proportion of Employees that the Company may employ in a particular mode of employment.

20.2. Subject to clause 20.1 the Company will seek to maximise opportunities for Employees to be engaged on a continuing basis, where it is reasonable to do so.

20.3. Continuing and Fixed-Term Employment

A written offer of employment for continuing and fixed-term employment arrangements shall include the following information:

20.3.1. type of employment and the time fraction being offered to the Employee;

20.3.2. commencement date of employment and, in the case of a fixed-term contract, the term of the contract and the completion date;

20.3.3. classification level of the Employee;

20.3.4. salary offered to the Employee;

20.3.5. expected ordinary hours of duty and days and hours of attendance;

20.3.6. expected duties to be undertaken;

20.3.7. terms and conditions of employment applicable to the Employee; and,

20.3.8. Employee’s designated work location.

20.4. Casual and Sessional Employment

A written offer of employment for Casual and Sessional employment arrangements shall include the following information:

20.4.1. commencement date of employment and the anticipated engagement period;

20.4.2. classification level of the Employee;

20.4.3. hourly rate/s of pay offered to the Employee;

20.4.4. expected duties to be undertaken (in accordance with applicable Company policy and procedures as in force from time to time); and,

20.4.5. terms and conditions of employment applicable to the Employee.

20.5. Fixed-Term Employment

20.5.1. Fixed-term employment means that the Company employs the Employee for a fixed period of time (the contract period).
20.5.2. As a general rule, fixed-term employment will be used in circumstances such as, but not limited to:

a) specific tasks or projects, where the period of engagement is reasonably ascertainable at the time of appointment;

b) specific activities, where there is no reasonable certainty that there will be work for the Employee on a continuing basis;

c) to meet seasonal work requirements;

d) replacement of a current Employee who is:
   i. on an approved period of leave (e.g. Parental leave, long service leave); or
   ii. undertaking a temporary assignment or secondment elsewhere in the Company or with another organisation;

e) appointment to a vacant position whilst a new Employee is recruited to that position; and,

f) appointments to positions in new business activities, where the continuation or future of the activity is not certain (e.g. introduction of a new course, pilot of a new activity).

20.5.3. Where an Employee is employed on a fixed-term contract, the Company will notify the Employee as to whether or not it will be offering further employment under a new contract at the expiry of the current contract, on the following basis:

a) Where the fixed-term contract is for a period of one (1) year or less, the Company will notify the Employee no less than one (1) month prior to the expiry of the fixed-term contract;

b) Where the fixed-term contract is for a period greater than one (1) year, the Company will notify the Employee no less than three (3) months prior to the expiry of the fixed-term contract.

20.6. Part-time Employment

20.6.1. A part-time Employee is a Continuing or Fixed-term Employee who is engaged as such to work a fixed number of hours per week, which is less than the ordinary weekly hours for a full-time Employee in the same classification level.

20.6.2. A part-time Employee shall be paid pro rata according to the number of hours worked, based on the rate prescribed in this Agreement for a full-time Employee in the same classification level.

20.6.3. The face to face teaching hours for a part-time Diploma, Monash Professional, ELICOS or BIB Teacher will be their time fraction multiplied by the face to face teaching hours equivalent of a full-time Teacher as stipulated in this Agreement.

20.7. Casual and Sessional Employees

20.7.1. Casual and Sessional Employees are engaged by the hour and paid by the hour.

20.7.2. Despite any other clause in this Agreement, Casual and Sessional Employees shall not be entitled to:

a) paid leave of any kind, other than long service leave in accordance with clause 42 and court appearance leave, in accordance with clause 50.3;

b) annual leave loading;

c) Company/public holidays not worked;

d) termination pay, including severance pay; and,

e) maternity leave unless they qualify in accordance with clause 41.1.11.

20.7.3. Casual and Sessional Employees shall be entitled to the following unpaid leave:
20.8. Specific provisions applicable to Casual General Staff

20.8.1. A Casual General Staff Employee shall be paid the ordinary rate of pay which is inclusive of a 25% casual loading.

20.8.2. A Casual General Staff Employee shall be paid for a minimum of two (2) hours for each engagement.

20.8.3. A Casual General Staff Employee required to work on a public holiday, as prescribed by clause 34 shall be paid casual loading on their total hourly rate, which includes both the ordinary rate and the holiday penalty loading, as provided in clause 27.2.

20.8.4. Casual Engagement of General Staff

a) From time to time the Company may directly engage General Staff on a casual basis to meet short term business needs.

b) Should a General Staff Employee engaged on a casual basis continue to work full-time hours for a period of six (6) months, the Company shall review whether there is a business need for the role to continue.

c) Should it be found that the role is reasonably expected to continue, the appropriateness of casual employment continuing or another form of engagement shall be considered.

d) A decision on the future of the engagement will be made in a timely manner and communicated to the Employee within four (4) weeks after the initial review.

20.9. Specific Provisions applicable to Sessional Employees

20.9.1. Diploma, ELICOS, Monash Professional and BIB Employees may be engaged on a sessional basis, where the engagement is:

a) short term work of an ad hoc nature, to provide and deliver face to face teaching in the event of unforeseen absenteeism;

b) to deliver units which are irregularly offered and which are not core units;

c) made to accommodate the Sessional Employee undertaking a single or specific number of sessions over a period of less than one (1) Trimester;

d) for a nominated number of sessions over a specified period or one (1) or more Trimesters; or,

e) in response to business growth resulting in increased student numbers where there is uncertainty regarding future resource requirements.

20.9.2. Diploma, ELICOS and Monash Professional Sessional Employees with 3 years or more Continuous Service shall be paid at a teaching rate which is 3% above the sessional teaching rates outlined in the applicable Schedules.

20.9.3. In addition to applicable provisions of Part 1 of this Agreement:

a) Part 3 contains provisions applicable to Sessional Diploma Teachers.

b) Part 4 contains provisions applicable to Sessional ELICOS Teachers.

c) Part 5 contains provisions applicable to Sessional Monash Professional Teachers.
d) Part 7 contains provisions applicable to Sessional BIB Teachers.

20.10. Specific provisions applicable to IELTS Casuals
20.10.1. In addition to applicable provisions of Part 1 of this Agreement, Part 6 of this Agreement contains provisions applicable to Casual IELTS Employees.

21. Hours of Work

21.1. Ordinary hours of work per week for Continuing and Fixed-term Employees are an average of 36.25 hours for all full-time Employees, and as agreed for part-time Employees, worked within the Spread of Hours.

21.2. The details of the engagement of Casual and Sessional Employees in accordance with clause 20.7.1 will be as advised by the Company from time to time.

21.3. It is recognised, subject to the NES, that the Company and an Employee may agree to use the averaging of hours to reach agreement on working arrangements that best meet the needs of the Company and Employees with regard to work, personal and family commitments.

21.4. Spread of Hours

The Spread of Hours during which ordinary hours paid at ordinary rate of pay may be worked, is between the hours of 8.00am and 6.00pm Monday to Friday.

With the exception of provisions contained elsewhere in this clause, ad hoc hours worked outside the Spread of Hours, shall be paid at overtime rates of pay as provided in clause 27.

21.5. Regular Ordinary Hours Worked Outside the Spread of Hours

21.5.1. Where the Company requires ordinary hours to be performed outside the Spread of Hours, as defined in clause 21.4 on a regular basis to meet operational needs:

a) Existing Employees with the appropriate qualifications, skills and experience may be requested to work.

b) Should there not be enough Employees with the necessary qualification, skills and experience who agree to work outside the Spread of Hours to perform that work, the Company may engage Employees specifically to perform that work.

21.5.2. Regular hours of work performed outside the Spread of Hours in accordance with clause 21.4 shall be worked under the following conditions:

a) Employees shall not be required to work ordinary hours after 9.30pm on any day Monday to Friday.

b) Employees shall not be required to work ordinary hours after 5.00pm on a Saturday or Sunday.

c) There will be no split shifts on any given day.

d) Where an Employee is required to work regular hours outside the Spread of Hours prescribed in clause 21.4 the Employee shall be paid the following loadings on all hours worked on that day:

- Monday to Friday: 15%
- Saturday: 50%
- Sunday: 75%

e) The provisions of clause 27 do not apply to work performed in accordance with clause d) above.

f) The provisions of clause 21.5.2 are not applicable to Monash Professional Senior Trainers who are paid in accordance with Schedule 8.
21.5.3. In scheduling work outside of daylight hours, the Company shall ensure that appropriate arrangements are in place to maintain the personal safety of affected Employees.

22. Flexible Work Practices

22.1. The Company supports the provision of flexible work practices, which may provide support to Employees in the balancing of their work requirements and non-work activities.

22.2. An Employee who is a parent, or who has a carer’s responsibility, may request a change in working arrangements to assist the Employee with their parental or carer responsibilities. A request must be in writing and set out the details of change sought and the reasons for the change. The Company must give the Employee a written response to the request within twenty-one (21) days, stating whether the request is approved/not approved and if it is not, the reasons for that decision. Requests for flexible working arrangements will only be refused on reasonable business grounds.

22.3. By way of example, flexible work practices may include, but are not limited to, the following types of working arrangements:

22.3.1. variable attendance hours;
22.3.2. working from home;
22.3.3. fractional time appointments;
22.3.4. pre-retirement; and,
22.3.5. post-Parental leave flexibility.

22.4. Pursuant to this clause, an Employee may, with the approval of the Company, vary their hours of employment. A request to vary hours of employment will be subject to the operational requirements of the Company and will be for a period agreed between the Employee and the Company. At the conclusion of the period the Employee will return to their substantive time fraction.

22.5. An Employee may request to extend their variation of hours for another agreed period or request a permanent change in their time fraction of employment and such requests will be considered and approved by the Company having regard to the operational requirements of the employer.

22.6. If operational requirements change, subject to prior consultation with the Employee, the Company may amend or terminate the flexible work practice which has been implemented under this clause by giving no less than twenty-eight (28) days notice or as agreed with the Employee.

23. Voluntary Reduced Working Year (50/52)

23.1. A Voluntary Reduced Working Year arrangement is available upon application and approval to all Continuing and Fixed-term Employees who wish to extend their leave options for personal and/or family responsibility reasons. Approval by the Company of any application by an Employee is subject to the operational requirements of the Company. An Employee may apply to reduce his/her current working year by up to two weeks, with salary proportionately reduced to fund a corresponding increase in additional paid leave over a fifty-two (52) week period. This additional leave will not attract annual leave loading and must be taken during each twelve (12) month period of the reduced working year arrangement. Such leave will be sought by application and be subject to prior approval.

23.2. Operation of the 50/52 leave arrangement is subject to the following conditions:

23.2.1. Employees with any excess annual or long service leave balance under clauses 35 or 42 are not eligible to participate or remain in the scheme.
23.2.2. The term of the arrangement will be negotiated for a period of at least twelve (12) months but may be varied by either the Company or the Employee, subject to three (3) months’ notice on either side or shorter written notice by the Employee where agreed by the Company.

23.2.3. Leave accrued during the term of the scheme will be paid at the reduced rate provided that:
   a) leave accrued prior to the scheme will be available at the rate at which it accrued;
   b) long service leave will be paid at the average service fraction over the leave accrual period;
   c) Employees may choose to have Employer and Employee superannuation contributions paid on the full or reduced working year salary.

23.2.4. All annual leave accrued during each twelve (12) month accrual period in the term of the reduced working year arrangement must be taken during that accrual period.

23.2.5. Where an Employee reverts to fifty-two (52) week employment during the period of the arrangement, or the arrangement ceases due to employment terminating, the appropriate pro rata salary adjustments will be made if necessary.

24. **Meal Breaks**

24.1. An Employee, other than an Employee performing work on IELTS test days, shall not be required to work more than five (5) consecutive hours without a break for a meal. Within these limits, the timing of meal breaks shall be determined by agreement between the Employee and their Supervisor.

24.2. Employees performing work on IELTS test days shall not be required to work more than five and one half (5½) consecutive hours without a break for a meal. Within these limits, the timing of meal breaks shall be determined by agreement between the Employee and their Supervisor.

24.3. A meal break shall be at least thirty (30) minutes but not more than one (1) hour.

24.4. Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

24.5. Morning and afternoon breaks, each of ten (10) minutes duration, shall be allowed under arrangements acceptable to the Company. The timing of these breaks shall be determined by agreement between the Employee and their Supervisor.

25. **Part-Time Employment**

25.1. The ordinary hours of a part-time Employee may be increased by written agreement between the Employee and the Company.

25.2. A part-time Employee is entitled to be paid at overtime rates for approved work performed in excess of the Employee’s agreed ordinary hours or outside the hours.

25.3. A part-time Employee shall accrue leave entitlements on the same conditions as full-time Employees, but on the appropriate pro rata basis.

26. **Probation**

26.1. All Continuing and Fixed-term appointments (full-time and part-time) shall be subject to a period of probation, provided that an existing Employee who is reappointed or appointed to another position within the Company shall not be required to serve a new probation period.

26.2. The length of the probation period shall be a maximum of three (3) months.

26.3. The purpose of the probation period is to provide a new Employee with an opportunity to demonstrate the capacity to properly perform the requirements of the position.
26.4. Upon the expiry of the period of probation, the Company may confirm or terminate the employment of the Employee, or where there are doubts about the Employee’s suitability for the role (about which the Employee shall be counselled), extend the period of probation for one (1) further period not exceeding three (3) months by agreement. Where the Company makes a decision to terminate an Employee’s probationary employment, the Company must provide the Employee with one (1) week’s notice or make payment to the Employee in lieu of one (1) week’s notice.

26.5. The Employee shall be advised of, and given an opportunity to respond to, any adverse material which the Company may intend to take into account in any decision to terminate the employment on or prior to the expiry of the period of probation.

26.6. Probationary Employees shall be subject to all of the provisions of this Agreement, except clauses 61.1, 61.2 and 62.

27. Overtime

27.1. The Company may require an Employee to work reasonable hours in excess of the ordinary hours of work and the Employee shall, on reasonable notice, work such overtime in accordance with the instructions of his or her Supervisor. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

27.1.1. any risk to Employee health and safety;

27.1.2. the Employee’s personal circumstances including any family responsibilities;

27.1.3. the needs of the Company;

27.1.4. the notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it; and/or,

27.1.5. any other relevant matter.

27.2. Subject to clause 27.7.4 Continuing and Fixed-term Employees shall be paid overtime for work performed:

27.2.1. in excess of the ordinary hours of work specified in clause 21.1; or,

27.2.2. outside the applicable daily Spread of Hours provided for in clause 21.4 (provided that the work is not regular in accordance with clause 21.5), calculated on a daily basis for work performed in excess of the ordinary hours, or outside the applicable Spread of Hours at the following rates:

   a) Monday to Saturday – time and a half for the first three (3) hours of overtime and double time thereafter.

   b) Sundays – double time for each hour of overtime.

   c) Public holidays – double time and a half for each hour of overtime.

27.3. Casual General Staff shall be paid overtime for work performed:

27.3.1. in excess of seven and one quarter (7¼) hours on any given day; or,

27.3.2. outside the applicable daily Spread of Hours provided for in clause 21.4 (provided that the work is not regular in accordance with clause 21.5), calculated on a daily basis in accordance with the rates outlined in clause 27.2.2.a)–c).

27.4. Sessional ELICOS and Diploma Teachers shall be paid overtime for work performed:

27.4.1. in excess of six (6) hours on any given day; or,

27.4.2. outside the applicable daily Spread of Hours provided for in clause 21.4 (provided that the work is not regular in accordance with clause 21.5),
27.5. Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a weekly work cycle.

27.6. Monash Professional Sessional Trainers shall be paid in accordance with clause 91, IELTS Casual Employees in accordance with clause 94 and BIB Sessional Teachers in accordance with clause 95. Note: overtime will not be applicable for Employees who undertake casual IELTS work or sessional work in BIB.

27.7. Specific provisions applicable to Continuing and Fixed-term Employees

27.7.1. The salary of an Employee, for the purposes of computation of overtime, shall include a higher duties allowance and any other applicable allowance in the nature of salary that is being paid to the Employee at the time the overtime is worked.

27.7.2. Subject to clause 27.7.4 an Employee, by prior mutual agreement, may take time off in lieu (TOIL) of receiving a payment for the amount of overtime worked, either:
   a) such time being calculated in the same manner as for overtime payment; or,
   b) equivalent time off duty on an hour for hour basis, plus payment equal to the overtime penalty in excess of ordinary time.

27.7.3. Where TOIL has been approved the following conditions shall apply:
   a) TOIL approved by mutual agreement must include approval of the anticipated time when TOIL will be taken.
   b) All TOIL that is accrued must be recorded in the manner specified by the Company and must be formally applied for when TOIL is to be taken.
   c) Where TOIL has not been taken within one (1) month of being accrued, the Employee and their Manager must establish a plan for the taking of the TOIL within a period of three (3) months from the date of approval.
   d) In circumstances where TOIL has not been taken within three months of accrual:
      i. The Company may advise the Employee that either the TOIL is being paid out to the Employee as overtime or they may be directed to take the TOIL within the period of the next twenty (20) working days; or,
      ii. The Employee may request the Company to pay their TOIL to them as overtime or to be allowed to take the TOIL within the period of the next twenty (20) working days. The Company shall not unreasonably refuse a request for payment or the taking of TOIL in such circumstances.

27.7.4. An Employee in receipt of a salary which is included in categories including:
   a) for General Staff – Levels 6 and above, as outlined in Schedule 1; and,
   b) for Diploma Teachers – Academic Managers, as outlined in Schedule 3,
   shall not be eligible to receive payment for overtime, but shall be granted time off in lieu (TOIL) of receiving an overtime payment on an hour for hour basis. The provisions of clause 27.7.3 will apply to this TOIL.

27.8. Specific provisions applicable to Sessional and Casual Employees

27.8.1. Approved overtime worked by a Casual General Staff Employee is calculated on the ordinary rate of pay which is inclusive of the 25% casual loading.

27.8.2. Approved overtime worked by:
   a) a Sessional Diploma Teacher is calculated using the Sessional rates of pay outlined in Schedule 3 (Diploma Teachers);
b) a Sessional ELICOS Teacher is calculated using the Sessional rates of pay outlined in Schedule 5 (ELICOS Teachers).

27.8.3. Payment for overtime worked by a Sessional or Casual Employee shall be made to the Employee no later than the pay day of the pay period immediately following the work cycle in which the overtime is worked.

27.9. **Overseas Travel Allowance**

27.9.1. Where an Employee qualifies for an Overseas Travel Allowance, in accordance with clause 30.5 their daily ordinary hours will be worked flexibly and the provisions of clauses 21.4 and 21.5 and 27.2 to 27.8 do not apply for the period of overseas travel. An Employee working overseas may be eligible for time off in lieu (TOIL) on an hour for hour basis as agreed with their Manager.

27.9.2. The scheduling of work and travel will ensure adequate rest breaks during and adjacent to Overseas Travel. An Employee will be provided with a rest break of at least twelve (12) hours between arriving from international business travel on one day, and starting work on the next day. This rest break will extend to twenty four (24) hours where the travel to the overseas destination or the home destination extends beyond a twelve (12) hour flight.

27.10. **Return to Duty**

Where an Employee who is eligible for overtime payment has completed the ordinary day’s work and has left work for the day and is then given notice by the Company to return to duty on that day, payment of overtime rates as prescribed in clause 27.2 shall be made for those additional hours (including travelling time) and the Employee will receive a minimum payment equivalent to three (3) hours work at ordinary rates.

27.11. **Rest Period after Overtime**

27.11.1. When overtime work is necessary, it must wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the cessation of one period of duty and the commencement of the next period of ordinary duty.

27.11.2. An Employee who works overtime to the extent that he or she has not had at least ten (10) consecutive hours off duty, as provided for in clause 27.11.1 shall be released from duty and shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27.11.3. If the Company requests an Employee who is eligible for overtime payment to resume or continue work without having had ten (10) consecutive hours off duty, the Employee must be paid at double time rates until he or she is released from duty for such period. The Employee is then entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

27.11.4. Reasonable travel time shall be provided in addition to a minimum ten (10) hour rest period, which shall be based on the period of time normally required to travel from the Employee’s home to his or her place of work.

27.12. An Employee who is required to work overtime may be entitled to receive an Overtime Meal Allowance in accordance with clause 30.4.

27.13. Where an Employee is required to work approved overtime which finishes after 7.00pm or 8.00pm during daylight saving, and the Employee would normally travel home by use of public transport, the Company shall provide the Employee with a taxi voucher for travel, by the most direct route, from the work location to the Employee’s home.
27.14. **Reimbursement of Fares**

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

27.14.1. the Employee's normal cost of the travel; and,

27.14.2. costs actually incurred through the use of a reasonable alternative means of transport.

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

28. Classification of Employees

28.1. The Company will classify positions in accordance with the classification structures in Schedules 2, 4, 6, 7, 9 and 13 of this Agreement and an Employee assigned to that position shall be entitled to the appropriate salary rates specified in either of Schedule 1, 3, 5, 8, 10, 11 and 12 of this Agreement.

29. Salary

29.1. In addition to the 1.5% administrative increase effective 1 September 2013 and the 3.25% administrative increase effective 1 July 2014, all Employees will receive salary increases, payable from the commencement of the first full pay period on or after the dates, as follows:

<table>
<thead>
<tr>
<th>Date of effect</th>
<th>Amount per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2015</td>
<td>3.25%</td>
</tr>
<tr>
<td>1 July 2016</td>
<td>3.25%</td>
</tr>
<tr>
<td>1 July 2017</td>
<td>3.25%</td>
</tr>
<tr>
<td>1 July 2018</td>
<td>3.25%</td>
</tr>
</tbody>
</table>

The adjusted salary rates are set out in Schedules 1, 3, 5, 8, 10, 11 and 12.

29.2. Payment of Salaries

Subject to clause 32 an Employee employed in a classification level specified in Schedule 1, 3, 5, 8, 10, 11 or 12 shall be paid salary within the salary range assigned to that classification in the relevant Schedule.

29.3. Fortnightly Pay

All Employees shall be paid their salary on the basis of a fortnightly pay period and such payment shall be made fortnightly.

29.4. Method of Payment

An Employee shall be entitled to have his or her salary paid directly into any bank, building society or credit union account nominated by the Employee or, if the Company so determines, by cheque.

29.5. Payment to Third Parties

Except in the case of a court order, payment of the salary of an Employee to a third party shall only be made on the prior written authority of the Employee.

29.6. Deductions Require Written Authority

29.6.1. The Company shall only make deductions from an Employee’s salary, including for superannuation contributions, on the written authority of the Employee.

29.6.2. Where the Employee has been incorrectly overpaid, the Company may, after consultation with the Employee, make a deduction or a series of deductions of amounts that are reasonable, taking into account the Employee’s circumstances, from salary to correct the error. The Company and the Employee will work in good faith to reach an agreement satisfactory to both parties where possible.

29.6.3. Deductions from pay for recovery of overpayments shall not be made until the Employee has been advised and shall not exceed eight (8) ordinary hours pay per fortnight unless the Employee has agreed or the Employee’s employment has been terminated.
29.6.4. Where, after consultation and a proposal being presented by the Company, the Company and the Employee cannot reach agreement on the deductions to be implemented for an incorrect overpayment to an Employee, an Employee may access the dispute resolutions provisions of this Agreement to achieve a resolution.

30. Allowances

30.1. Vehicle Allowance

30.1.1. Where an Employee uses their privately owned motor vehicle for Company business, the Employee shall be paid an allowance through the payroll system based on the motor vehicle km rate specified by the ATO applicable to the Employee’s vehicle.

30.1.2. The allowance shall be calculated at the ATO rate each year as at 1 July and be effective from that date.

30.2. Higher Duties Allowance

30.2.1. The performance of higher duties provides opportunities for Employees to develop new and higher skills and is considered to form part of each Employee’s development plan.

30.2.2. An Employee who is required to act in a position of higher classification level than that which the Employee occupies shall be paid an allowance computed in accordance with this clause.

30.3. Qualification for Allowance

The Employee shall be eligible for payment of a higher duties allowance where the period of acting in the higher position is continuous for a period of more than two (2) consecutive working weeks and is payable for the entire period worked.

30.3.1. For the purpose of this clause, a holiday shall count as part of the qualifying period when an Employee acts in a higher position on the working day immediately prior to and on the working day immediately following the holiday.

30.3.2. Where an Employee performs the full duties of a higher position, the Employee shall be paid an allowance equal to the difference between the salary of the Employee and the salary payable had the Employee been promoted to the higher position.

30.3.3. Where an Employee performs a portion of the duties of a higher position, the Employee shall be paid an allowance which shall be equal to that proportion of the difference between the salary of the Employee and the minimum salary of that position of which the Employee is performing a portion of the duties. The proportion shall equate with the proportion of the duties of the higher position performed.

30.3.4. An allowance payable to an Employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowance including overtime during the period of acting in the higher position.

30.4. Overtime Meal Allowance

A meal allowance shall be paid under the following conditions:

30.4.1. Weekdays – when the Employee has worked approved overtime for two (2) hours or more and continues working after 7.00pm.

30.4.2. Saturdays and Sundays – when the Employee has worked approved overtime for five (5) hours or more – provided that such meal allowance shall not be payable when an Employee so required to work can reasonably return home for a meal then resume duty.

The quantum of the allowance will be $18.71 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Foods sub-group CPI index figure [as published by the Australian Bureau of Statistics for the Eight Capitals...
CPI (Cat No. 6401.0)] at the commencement of the first full pay period on or after release of the March Quarter figure and at the commencement of the first full pay period on or after release of the September Quarter figure each year during the nominal period of operation of this Agreement.

30.5. **Overseas Travel Allowance**

Where an Employee travels overseas on the official business of the Company, he or she will be reimbursed upon proof of receipts for all reasonable expenses incurred by them on behalf of the Company for the costs of that travel including meals and incidental expenses in accordance with the rates set out and varied from time to time by the Australian Taxation Office, in Taxation Ruling TD 2014/19 or its successor.

30.6. **First Aid Allowance**

An Employee who has been appointed by the Company as a designated First Aid Officer to carry out first aid duties at the worksite (in addition to their substantive position) and who possesses the appropriate qualifications as outlined in the Company’s first aid policy shall be paid an annual first aid allowance payable on a fortnightly basis based on the hours worked (or on a pro rata basis) as follows:

<table>
<thead>
<tr>
<th>Date of effect</th>
<th>Amount per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operative date of the Agreement</td>
<td>$998</td>
</tr>
<tr>
<td>1 July 2016</td>
<td>$1,030</td>
</tr>
<tr>
<td>1 July 2017</td>
<td>$1,063</td>
</tr>
<tr>
<td>1 July 2018</td>
<td>$1,098</td>
</tr>
</tbody>
</table>

Note: annual allowance rounded to nearest dollar

30.7. **Working with Children Check Allowance**

Continuing or Fixed-term Employees who obtain a Working With Children Check (WWCC) and who have at least two years of Continuous Service with the Company at an average of at least 0.5 time fraction over that period, will be reimbursed for the cost of obtaining the WWCC, upon provision to the Employer of a receipt for payment.

31. **Superannuation**

31.1. The Company will continue to make employer superannuation contributions to UniSuper for the life of this Agreement, as follows:

31.1.1. A 17% employer superannuation contribution for all Continuing full-time and part-time Employees.

31.1.2. A 17% employer superannuation contribution for fixed-term Employees will apply from the date this Agreement commences operation in the following circumstances:

a) Employees on a fixed-term contract of two (2) years or more;

b) Employees on a fixed-term contract of less than two (2) years who are engaged on a subsequent fixed-term contract that results in the total period of continuous employment being two (2) years or more, provided that, the 17% superannuation contribution will apply from the commencement date of that subsequent fixed-term contract.

31.2. The Company will continue to make employer superannuation contributions to UniSuper, or a complying superannuation fund as nominated by a Sessional/Casual Employee or Fixed-
term Employee who does not meet the criteria outlined in clause 31.1.2 for the life of this Agreement, as follows:

31.2.1. The Superannuation Guarantee employer contribution for fixed-term Employees who do not meet the criteria outlined in clause 31.1.2 or Sessional/Casual Employees whose wages met the minimum statutory monthly earning requirements, as varied by the Federal Government from time to time.

31.3. If a new Employee does not exercise a choice of fund, then the default fund shall be UniSuper.

32. Salary Packaging

32.1. The Company will make salary packaging arrangements available to all Continuing, Fixed-term and Casual and Sessional Employees, except that the salary packaging arrangements available to Casual and Sessional Employees, and Fixed-term Employees on contracts of less than twelve (12) months, will be restricted to superannuation contributions and reimbursable items.

32.2. An Employee will be able to enter into negotiation with respect to an individual salary package, which will result in the Employee’s base salary being restructured in favour of a mix of benefits and cash salary.

32.3. An Employee who negotiates an individual salary package will be required to enter into a written agreement with the salary packaging provider and/or the Company that sets out the terms and conditions applying to the provision of salary and benefits package. Such terms and conditions will include the following:

32.3.1. the salary for rate of superannuation contribution and benefit purposes is calculated by reference to the Employee’s base salary, prior to the reduction for any agreed benefits;

32.3.2. for periods of paid leave the Employee retains the reduced salary and benefits and the salary for calculation of annual leave loading is the Employee’s base salary, prior to the reduction for any agreed benefits.

32.4. The items which may be salary packaged are as determined by the Company from time to time.

32.5. If legislation or other changes result in increased cost of salary packaging to the Company, the Company may elect, at its discretion, to either discontinue salary packaging or offer the Employee a new salary package where the Employee meets the additional cost. Where the Employee does not accept the new offer, the Company shall discontinue salary packaging for that Employee. Except that, where an Employee enters into a salary packaging arrangement with the Company in respect to superannuation, car parking, gym membership and/or childcare, they will not incur any applicable administration fees.

32.6. An Employee may vary his or her salary packaging arrangement at any time by providing a minimum of one (1) month’s notice. Any fees associated with varying a salary packaging arrangement are the responsibility of the Employee.

32.7. The Company shall advise all interested Employees to seek their own independent financial advice prior to entering into salary packaging arrangements.

32.8. An Employee may withdraw from a salary packaging arrangement, subject to providing a minimum of one (1) month’s notice to the Company. Any additional costs incurred as a result of withdrawal from a salary packaging arrangement must be paid by the Employee.

32.9. Salary packaging is offered on the basis that there is no additional cost to the Company above that which existed prior to the introduction of salary packaging. All administration costs charged by the salary packaging provider will be borne by the Employee. In addition, nothing in this clause shall preclude the Company from including an administration charge to cover direct costs associated with salary packaging.
D Leave Entitlements and Public Holidays
D  Leave Entitlements and Public Holidays

33.  Introduction

33.1.  Absence on Unpaid Leave

33.1.1.  During any period where an Employee is absent on account of unpaid leave, there shall be no entitlement to payment for public holidays falling during such absence nor payment for other types of leave provided under this Section D.

33.1.2.  No paid leave entitlement shall accrue during any period of absence on unpaid leave.

33.2.  Casual/Sessional Employees

An Employee engaged on a Casual or Sessional basis is not entitled to payment for public holidays not worked or to paid leave specified in this Section D unless otherwise specifically provided.

33.3.  Security of Leave Entitlements

33.3.1.  Subject to alternative arrangements being negotiated with the Union or an individual Employee, in the event that the Company’s business is taken over by or sold to an entity, which is not a controlled entity of Monash University, all accrued Employee annual and long service leave entitlements due under the terms of this Agreement must be paid to Employees at the time of the sale or take-over.

33.3.2.  In the event of amalgamation or bankruptcy affecting the Company, and subject to statutory requirements in such circumstances, the payment of Employee entitlements shall be the first priority before any other liability of the Company.

33.3.3.  These arrangements shall not operate to permit the ‘cashing-out’ of leave entitlements, except where the Employee has terminated or been terminated from the employ of the Company.

34.  Public Holidays

34.1.  The Company shall observe the days prescribed in clause 34.6 as public holidays.

34.2.  Labour Day, Queen’s Birthday, and Melbourne Cup Day are normal working days without penalty payments for time worked, in lieu of which the Company will grant five (5) non-cumulative holidays, i.e. one and two thirds (1⅔) days, for each of the nominated days which are worked. Such days will be taken either on the days falling between Christmas Day and New Year’s Day, excluding any Saturday or Sunday or public holidays or where Employees are required to work during that period, and/or the number of non-cumulative days exceed the number of days available between Christmas Day and New Year’s Day, non-cumulative holidays not taken shall be taken at an alternative date, prior to the next closedown period, agreed between the Company and the Employee concerned. Where public holidays are added or removed, the operation of this clause may be adjusted to account for this change. Where a new public holiday is gazetted and the Company wishes to observe the day other than when it is to fall, it shall use the consultative mechanisms before determining how it shall implement this.

34.3.  The Company will endeavour wherever reasonably practicable, to provide an Employee with a minimum of two (2) months notice of the requirement to work during the period between Christmas and the New Year.

34.4.  The terms of clause 34.2 shall apply to an Employee on leave counting as service on Labour Day, Queen’s Birthday, and/or Melbourne Cup Day.

34.5.  Where an Employee ceases employment with the Company, any time accrued under this clause (accrued at the rate of one and two thirds (1⅔) days) not taken, shall be paid out.
34.6. The following public holidays are observed by the Company: New Year’s Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day and Boxing Day, or such other days as may be proclaimed by the Governor-in-Council in lieu of or additional to any of these days. When New Year’s Day, Christmas Day and/or Boxing Day occur on a Saturday or Sunday, a substitute holiday shall be observed.

34.7. **Public Holidays Not Worked**

Where an Employee who did not work on one or more of Labour Day, Queen’s Birthday or Melbourne Cup Day in any year is not required to work between the following Christmas Day and New Year’s Day, the Employee shall take annual leave in lieu of the accrued time outlined in clause 34.2 for each of the days not worked. Where an Employee has insufficient annual leave to cover the accrued time outlined in clause 34.2 annual leave will be granted in advance for each of the days not worked unless the Employee elects to have the time treated as leave without pay.

35. **Annual Leave**

35.1. The Company is committed to supporting Employees in balancing their work commitments and non-work activities through providing opportunities to take a break from the workplace to ‘refresh’ and pursue other interests by utilising their annual leave.

35.2. A full-time Employee shall be entitled to annual leave on full pay at the rate of twenty (20) working days for each completed year of service from the date of appointment. Annual leave accrues on a daily basis and is cumulative. A part-time Employee accrues annual leave on a pro rata basis in accordance with clause 25.3.

35.3. Where a public holiday, observed by Employees of the Company, occurs during the period an Employee is absent on annual leave, no deduction shall be made for that day from the annual leave credits of the Employee.

35.4. Where an Employee with accrued personal leave credits is ill whilst absent on annual leave and the Employee produces a medical certificate from a registered practitioner or provides a sworn statutory declaration to cover the period of illness, the Employee shall be placed on personal leave and no deduction shall be made from the Employee’s annual leave credits for the specified dates.

35.5. Subject to clause 35.7 below, the time of taking annual leave shall be by mutual agreement between the Employee and their Supervisor and consider operational requirements provided that:

35.5.1. The Employee shall be entitled to take up to thirty (30) days annual leave as a single continuous period, or may take a period of annual leave in excess of thirty (30) days subject to clause 35.5.2 or clause 35.9.2.

35.5.2. The Employee may be granted up to five (5) days of annual leave in advance of its accrual.

35.5.3. The Company should use its best endeavours to arrange its operations to allow a reasonable number of Employees to take annual leave at any time of year. For the purpose of this clause it is acknowledged that due to operational requirements at recognised peak workload periods, few Employees are likely to be able to take annual leave at such times.

35.5.4. The Company should use every endeavour to respond to an application by an Employee for annual leave within seven (7) days of the receipt of the application. If approval is refused, the reasons for refusal will be provided. The Employee may appeal the decision to the Chief Executive Officer.

35.6. Where an Employee resigns or retires or is dismissed from employment for any reason, the Employee shall receive payment in lieu of annual leave accrued but not taken, provided that
in the event of termination due to the Employee's death, such payment shall be made to the personal legal Representative of the Employee.

35.7. Where an Employee, who on termination of employment, has insufficient annual leave accrued to cover annual leave that has been taken, the Company shall deduct the amount owing from other payments due. Situations where there are insufficient amounts due to cover the excess leave taken will be managed in accordance with clause 29.6.

35.8. Where a Diploma Teacher takes annual leave, the timetabled teaching hours during the period of approved annual leave shall be deducted from the maximum teaching hours per annum, as outlined in clause 75.1.

35.9. Accumulated Annual Leave Management

35.9.1. In order to manage the accumulation and taking of annual leave, the maximum accumulation of annual leave by a full-time Employee shall be thirty (30) days or a pro rata amount for a part-time Employee.

35.9.2. When a full-time Employee's annual leave balance approaches or exceeds thirty (30) days (or pro rata where applicable) the Company may request the Employee to provide a plan to their Supervisor within ten (10) working days, to reduce their annual leave balance to an amount equal to one year's accrual, i.e. twenty (20) days (or pro rata where applicable).

35.9.3. Where a full-time Employee is on an extended period of paid leave (such as long service leave, personal leave or Parental leave) at the time the Employee's annual leave balance approaches or exceeds thirty (30) days (or pro rata where applicable), the Employee shall be given a reasonable time after returning from such leave to submit the required plan.

35.9.4. When considering the development of a plan to reduce their annual leave balance in line with clause 35.9.2 an Employee may request approval to cash out up to ten (10) days of annual leave providing that:
   a) the Employee must retain an entitlement to at least four weeks paid annual leave (or pro rata where applicable);
   b) there is a separate agreement in writing to support the cashing out of leave;
   c) the Employee must be paid the full amount that would have been payable had the annual leave been taken;
   d) the Company will make the applicable superannuation contribution on the annual leave being cashed out on behalf of the Employee.

35.9.5. The cashing out of accrued annual leave is to be used by an Employee as an option of last resort to reduce their annual leave balance and may only be exercised by an Employee once during the life of this Agreement.

35.9.6. The Company will consider a request to cash out leave by an Employee having regard to the following factors:
   a) the Employee’s leave balance;
   b) the Employee’s leave taking history and efforts to reduce their accumulated annual leave;
   c) the operational circumstances of the Employee’s work area;
   d) information provided by the Employee in their request.

35.9.7. The Company will advise an Employee within ten (10) working days of the approval or otherwise of their request to cash out annual leave.

35.9.8. In the absence of agreement to a plan or where the Employee does not present a plan to reduce his/her annual leave balance, the Employee may be required to take leave at the Company’s direction and the Employee’s annual leave balance
will be reduced accordingly. Any direction requiring an Employee to take leave shall only be made after reasonable endeavours by the Company to discuss the implementation of a leave management plan with the Employee.

35.9.9. In the event that the Employee is unable to return to work from an extended period of approved leave, as outlined in clause 35.9.3 before ceasing employment with the Company, the Employee’s accrued annual leave will be paid out in full on cessation.

36. Leave Loading

36.1. Employees shall be entitled to an annual leave loading equal to seventeen and one half (17½) percent of salary for the period of leave accrued.

36.2. Employees are eligible for the payment of leave loading at the time of taking accrued annual leave and upon termination.

36.3. Employees who are employed on a part-time basis shall receive payment for the annual leave loading on a pro rata basis.

37. Personal Leave

37.1. Personal leave is provided to Employees to support them with paid leave in circumstances of a personal illness (sick leave) or where they are required to provide care and support (carers leave) to a member of their Immediate Family.

37.2. An Employee shall be entitled to Personal Leave on the Employee’s ordinary rate of pay at the rate of fifteen (15) working days for each completed year of service from the date of appointment. During each year of employment personal leave shall accrue at the rate of one and one quarter (1 ¼) days per completed month of service. A part-time Employee accrues personal leave on a pro rata basis in accordance with clause 25.3.

37.3. Where a period of illness or carer responsibilities exceeds the Employee’s Personal Leave credited entitlements, the Employee will be able to access any Personal Leave in advance that will accrue during the current year of service.

37.4. Untaken Personal Leave entitlements are cumulative from year to year but will not be paid out on the termination of employment.

37.5. An Employee who ceased employment with the Company and is re-employed by the Company after a period not exceeding twelve (12) months shall be re-credited with any personal leave accumulated at the time of last ceasing Company employment.

37.6. Personal leave credits shall be transferable from Australian Higher Education institutions within the national education system. Credits recognised will be those held by the Employee on leaving the former employer, provided that the maximum benefit shall be restricted to thirty (30) days. Transferability will be available for service breaks not exceeding twelve (12) months. An application for prior service recognition is to be made, in writing to the Chief Executive Officer, within six (6) months of appointment.

37.7. Where a public holiday falls during a period of paid personal leave and the Company observes that holiday, no deduction shall be made from the personal leave credits of an Employee for such day.

37.8. Personal leave credits shall not accrue in respect of any period of leave without pay.

37.9. An Employee may convert Personal Leave on full pay to Personal Leave on half pay, thereby allowing the Employee to take double the period of Personal Leave, at any time with the agreement of the Company.

37.10. For any day of Personal Leave, which:
37.10.1. forms part of a period of absence in excess of two (2) consecutive days;
37.10.2. is in excess of five (5) aggregate working days in any year of service;
37.10.3. abuts a period of annual, special or long service leave or leave without pay; or,
37.10.4. abuts a public or Company holiday.

the Employee shall furnish proof of illness to the Company. In the absence of such proof, the period of absence from duty shall be without pay or, at the request of the Employee, shall be deducted from the annual leave credits of the Employee.

37.11. Where a period of illness or carer responsibilities exceeds the Employee’s Personal Leave credited entitlements, the Company may approve one or more of the following options to support the Employee:

37.11.1. Personal Leave in advance, provided the period of advanced leave will be accrued within the period of appointment.
37.11.2. Up to a maximum of five (5) days annual leave in aggregate.
37.11.3. Make up time, whereby an Employee may choose to perform additional work approved by the Company at ordinary time to make up for time lost.

In addition to the above, Employees who have taken all of their paid Personal Leave may take up to two (2) days of unpaid carer's leave for each occasion they require it to care for an ill or injured member of their Immediate Family or in case of an unexpected emergency.

37.12. Where a Diploma Teacher or ELICOS Teacher takes personal leave, the timetabled teaching hours during the period of approved personal leave shall be deducted from the maximum teaching hours per annum, as outlined in clause 75.1 and clause 84.1 respectively.

38. Repatriation Leave

38.1. An Employee shall be entitled to be granted special repatriation leave for illness due to disabilities certified by the Department of Veterans’ Affairs as having directly resulted from war service.
38.2. Repatriation leave shall be granted at the ordinary rate of pay up to fifteen (15) days during each year of service and shall not be deducted from Personal Leave credits.
38.3. Repatriation leave shall accumulate if not taken provided that the total of the accumulated leave shall not, at any time, exceed one hundred (100) days.

39. Compassionate Leave

39.1. A Sessional or Casual Employee shall be entitled to all leave specified in this clause subject to the same conditions for granting such leave, except that such leave shall be without pay.
39.2. Leave at the ordinary rate of pay for up to three (3) working days shall be granted to an Employee when a member of the Employee’s Immediate Family:
39.2.1. contracts or develops a personal illness that poses a serious threat to his or her life; or,
39.2.2. sustains a personal injury that poses a serious threat to his or her life.
39.3. An Employee may take leave provided by this clause if the leave is taken to spend time with the member of the Employee’s Immediate Family who has contracted or developed the personal illness, or sustained the personal Injury referred to in 39.2.
39.4. For the purposes of clause 39.2, an Employee must give his or her Manager notice of the taking of leave under this clause as soon as practicable (which may be after a time the leave
39.5. Where required by the Company, an Employee must give the Company evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in clause 39.2.

39.6. Where the period of leave granted as per clause 39.2 is inadequate due to special circumstances, such as the necessity of the Employee undertaking extensive travel, the Chief Executive Officer may grant further leave either with or without pay.

40. Bereavement Leave

40.1. A Sessional or Casual Employee shall be entitled to all leave specified in this clause, subject to the same conditions for granting such leave, except that such leave shall be without pay.

40.2. Leave at the ordinary rate of pay shall be granted to an Employee as follows:

40.2.1. up to a maximum of five (5) days paid leave upon the death of a member of their Immediate Family;

40.2.2. up to a maximum of one (1) day paid leave upon the death of a close relative not forming part of the Immediate Family. A close relative includes an aunt, uncle, cousin, niece, or nephew of the Employee or of the Spouse of the Employee;

40.2.3. up to four (4) hours paid leave upon the death of a distant relative, friend or work colleague.

40.3. For the purposes of clause 40.2, an Employee must give his or her Manager notice of the taking of leave under this clause as soon as practicable (which may be after a time the leave has already started) and must advise the Manager of the period or expected period of the leave.

40.4. Where required by the Company, an Employee must give the Company evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in clause 40.2.

40.5. Where the period of leave granted as per clause 40.2 is inadequate due to special circumstances, such as a delayed funeral or the necessity of the Employee undertaking extensive travel, the Chief Executive Officer may grant further leave either with or without pay.

41. Parental Leave

41.1. Maternity Leave

41.1.1. Subject to the provisions of this clause, an Employee who submits a certificate from a registered medical practitioner, stating that she is pregnant and specifying the expected date of delivery, and has served for a continuous period of not less than twelve (12) months at the time of leave commencing, shall be entitled to:

a) Leave on full pay for a continuous period of fourteen (14) weeks and a further twelve (12) weeks on half pay to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery.

b) An Employee may take the full-pay entitlement specified in clause 41.1.1.a) on half pay, taking the total paid period of maternity leave to forty (40) weeks.

c) Additional leave without pay as will bring the aggregate leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

41.1.2. An Employee who has served for a continuous period of less than twelve (12) months and who submits a certificate from a registered medical practitioner,
stating that she is pregnant and specifying the expected date of delivery, shall be entitled to:

a) Leave on full pay for a continuous period at the rate of one point one six (1.16) weeks for each completed month of service and a further one week on half pay for each completed month of service, to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery.

b) An Employee may take the full-pay entitlement specified in clause 41.1.2.a) on half pay and extend the total paid period beyond the twenty-six (26) week period specified.

c) Additional leave without pay as will bring the aggregate total leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

41.1.3. Where a public holiday as prescribed in clause 34.6 or a work day as prescribed in clause 34.2 occurs during the period that an Employee is absent on maternity leave, the days accrued in accordance with clause 34 will be paid in lieu at the conclusion of the period of paid maternity leave.

41.1.4. An Employee on maternity leave:

a) may use available annual leave and long service leave credits to cover any of the period of leave without pay;

b) who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration satisfactory to the Company, be entitled to be placed on personal leave for the period of illness subsequent to the date on which paid maternity leave expires;

c) whose child contracts or is born with an illness and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration satisfactory to the Company, be entitled to be placed on personal (carers) leave for the period of illness subsequent to the date on which paid maternity leave expires.

41.1.5. The Employee shall provide written notice of:

a) at least ten (10) weeks before starting maternity leave; or,

b) if that is not practicable – as soon as practicable (which may be a time after the leave has started).

41.1.6. The notice must specify the intended start and end dates of the leave.

41.1.7. Normal incremental advancement within salary classifications shall continue during maternity leave.

41.1.8. For an Employee who has varied their time fraction during the twelve (12) months immediately prior to maternity leave commencing, any entitlement to paid leave will be based on the average time fraction worked during the preceding twelve (12) month period.

41.1.9. An Employee on a fixed-term contract whose contract expires during a period of paid maternity leave shall not be eligible for further maternity leave after the date of expiry of the contract unless she is re-employed on a continuing basis or on a further fixed-term contract. The provision of maternity leave shall not be grounds for the termination of a contract or for a refusal by the Company to offer re-employment.

41.1.10. A Casual or Sessional Employee who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual
employment during that period, shall be entitled to all leave specified in clause 41.1 subject to the same conditions for granting such leave, except that such leave shall be without pay.

41.1.11. A Casual or Sessional Employee who has served for a continuous period of not less than twelve (12) months at the time of leave commencing and who has a combination of fixed-term or continuing employment during the twelve (12) months immediately prior to commencing leave, shall be entitled to all leave specified in clause 41.1 subject to the same conditions for granting such leave, except that the Employee will be entitled to paid leave based on the component of fixed-term/continuing service and unpaid leave based on the Sessional/Casual component of service.

41.2. Commencing maternity leave

41.2.1. Maternity leave will commence no earlier than six (6) weeks prior to an expected birth date unless medical evidence recommends otherwise. A manager may request an Employee who is seeking to continue working within the last six (6) weeks of her pregnancy to provide a medical certificate stating she is fit to work.

41.3. Transfer to a safe job

41.3.1. In circumstances where an Employee has a certificate from a medical practitioner stating that she is fit for work but that it is inadvisable for her to continue in her present position during the stated period (the risk period) because of illness, or risks, arising out of her pregnancy or hazards connected with that position, the Company must transfer the Employee to an appropriate safe job or provide the Employee with paid no safe job leave for the risk period.

41.3.2. An Employee who is transferred to a safe job or who is placed on no safe job leave will receive payments at their ordinary rate of pay, with no loss of conditions of employment.

41.4. Extending maternity leave

41.4.1. An Employee shall be entitled to extend the period of maternity leave provided that the Employee provides written notice of at least four (4) weeks and the total period of leave is not in excess of the maximum aggregate period of entitlement to leave as per clauses 41.1.1 or 41.1.2. A request to reduce the period of leave originally specified in clause 41.1 shall be subject to approval by the relevant Director.

41.4.2. An Employee taking twelve (12) months maternity leave pursuant to clauses 41.1.1 or 41.1.2 can request to extend their unpaid maternity leave by a further twelve (12) months, reduced by the amount of any leave taken by their partner at clause 41.7.3 An Employee must request the extension in writing at least four weeks but preferably ten weeks before the end of the initial period of maternity leave. The Company must respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The Company may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

41.5. Pregnancy complications

41.5.1. An Employee whose pregnancy, having proceeded for a period of not less than twenty (20) weeks, terminates by miscarriage or results in a still-born child, shall be entitled to:

a) paid leave as per clause 41.1.1 or 41.1.2 as the case may be, or where the Employee has commenced such leave, that period of paid leave outstanding;

b) leave without pay as will bring the aggregate leave to a continuous period not exceeding six (6) calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve (12) months.
41.5.2. An Employee whose pregnancy, having proceeded for twelve (12) weeks but less than twenty (20) weeks, terminates by miscarriage or results in a still-born child shall be entitled to leave without pay as may be certified by a medical practitioner up to a maximum of twelve (12) months.

41.5.3. Subject to clause 41.5.1 or 41.5.2, maternity leave applied for but not commenced shall be cancelled where the pregnancy of an Employee terminates other than by the birth of the child.

41.6. Adoption Leave

41.6.1. Subject to the provisions of this clause, an Employee who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will have responsibilities for the care of a child, and of the date of placement of that child, and has served for a continuous period of not less than twelve (12) months shall be entitled to:

a) Where, at the date of adoption, the child is under twelve (12) months of age, leave on full pay for a continuous period of fourteen (14) weeks and a further twelve (12) weeks on half pay commencing from the date of placement.

b) Where, at the date of adoption, the child is twelve (12) or more months of age, leave on full pay for a continuous period of seven (7) weeks and a further six (6) weeks on half pay commencing from the date of placement.

c) An Employee may access the full-pay entitlements specified in clauses a) and b) above on half pay to extend the paid adoption leave entitlement.

d) Such leave without pay as will bring the aggregate leave to a continuous period not exceeding twelve (12) months.

41.6.2. An Employee who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will have responsibilities for the care of a child, and of the date of placement of that child who has served for a continuous period of less than twelve (12) months shall be entitled to:

a) the paid leave as is relevant to the circumstances as set out in clause 41.6.1 but on a pro rata basis calculated on the basis of each completed month of service up to twelve (12) months service; and,

b) in addition shall be entitled to such leave without pay as will bring the aggregate leave to a continuous period not exceeding twelve (12) months.

41.6.3. An Employee employed on a fixed-term contract whose contract expires during a period of paid adoption leave shall not be eligible for further adoption leave after the date of expiry of the contract and shall not be entitled to return to work after the period of paid adoption leave unless she/he is re-employed on a permanent basis or on a further fixed-term contract. The provision of adoption leave shall not be grounds for the termination of a contract or for a refusal by the Company to offer re-employment.

41.6.4. Normal incremental advancement within salary classifications shall continue during adoption leave.

41.6.5. Where an Employee received payment under the provisions of clause 41.6 clause 41.7 will not apply.

41.6.6. An Employee is entitled to access up to two (2) days of annual leave or up to two (2) days of unpaid pre-adoption leave, where they do not have access to annual leave, to attend any interviews or examinations required in order to obtain approval for the Employee’s adoption of a child.

41.6.7. A Casual or Sessional Employee who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in clause
41.6 subject to the same conditions for granting such leave, except that such leave shall be without pay.

41.6.8. The provisions of the following clauses for maternity/parental leave shall apply to an Employee on adoption leave with the necessary modifications to clauses 41.4.1 and 41.4.2 (Extending maternity leave), 41.8 (Return from parental leave) and 41.9 (Consultation with Employee on parental leave).

41.7. **Partner Leave**

41.7.1. For the purpose of this clause, the term ‘partner’ shall include a de facto spouse or a same sex partner.

41.7.2. This clause applies to an Employee who submits a statutory declaration that she/he is the partner of a person who is pregnant or who has accepted responsibility for the on-going care of an adopted child for which the Employee is not the primary care giver. It is further subject to other provisions of this clause.

The Employee shall be entitled to leave on full pay for ten (10) consecutive working days or for a period, which in the aggregate does not exceed ten (10) working days, to assist the birth mother immediately before or after the birth or the primary care giver at the time of placement of the adopted child. Such leave shall be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six (6) weeks after the birth of the child or, in the case of adoption of a child, within six (6) weeks from the date of placement.

41.7.3. The Employee shall in addition be entitled to an unbroken period of up to fifty (50) weeks unpaid leave in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the Employee's partner in relation to the same child and shall not be taken concurrently with that maternity leave.

41.7.4. The Employee must produce, in relation to any period to be taken under clause 41.7.3 a statutory declaration stating:

a) that he/she will take that period of partner leave to become the primary care-giver of a child;

b) particulars of any period of maternity leave sought or taken by their partner; and,

c) that for the period of partner leave he/she will not engage in any conduct inconsistent with his/her contract of employment.

41.7.5. The Employee shall, not less than ten (10) weeks prior to each proposed period of leave, give the Company notice in writing stating the dates on which he/she proposes to start and finish the period or periods of leave and produce the required statutory declaration.

41.7.6. The Employee shall not be in breach of this clause as a consequence of failure to give the notice required in clause 41.7.5 if such failure is due to:

a) the birth occurring earlier than the expected date;

b) the death of the mother of the child; or other compelling circumstances.

41.7.7. The Employee shall immediately notify the Company of any change in the information provided pursuant to clauses 41.7.4 and 41.7.5.

41.7.8. Provided the maximum period of partner leave does not exceed the period to which the Employee is entitled, the period of partner leave taken under clause 41.7.3 may, with the consent of the Company, be shortened by the Employee giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be shortened.
41.7.9. Partner leave, applied for but not commenced, shall be cancelled when the pregnancy of the Employee’s partner terminates other than by the birth of a living child.

41.7.10. Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the Employee is entitled under clause 41.7.3 an Employee may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.

41.7.11. Paid personal leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an Employee during their absence on partner leave.

41.7.12. An Employee on partner leave shall have the right to return to the position and fraction of employment held prior to taking partner leave.

41.7.13. Normal incremental advancement within salary classifications shall continue during partner leave.

41.7.14. A Casual or Sessional Employee who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in clause 41.7 subject to the same conditions for granting such leave, except that such leave shall be without pay.

41.8. Return from Parental leave

41.8.1. An Employee shall confirm her intention to return to work by providing written notice of not less than four (4) weeks prior to the expiration of the period of maternity leave.

41.8.2. Subject to sub-clause 41.8.6, upon the expiration of the period of parental leave, the Employee shall be entitled to resume work in the position held prior to taking parental leave, where the position still exists, or, where the previous position no longer exists, an available position for which the Employee is qualified and suited that maintains their existing salary (subject to clause 61.1.6) and is commensurate with the Employee’s pre parental leave position.

41.8.3. An Employee who is the primary care giver of a child, shall be entitled to return to work from Parental leave on the full-time or fractional time basis that applied to the Employee immediately prior to the commencement of Parental leave, provided that the Employee may, no less than six (6) weeks prior to returning from Parental leave, apply to his/her Supervisor to return on a reduced fraction of employment basis, including a reduced fraction in connection with a job share arrangement, for an agreed period of time, following which the Employee shall be entitled to return to the substantive fraction of employment.

41.8.4. Where an Employee makes application pursuant to clause 41.8.3 the Employee’s Divisional Director shall normally approve the application.

41.8.5. In the event that the Divisional Director declines to approve the Employee’s application, the Divisional Director must refer the matter to the Chief Executive Officer for review of the decision. The Divisional Director shall provide reasons to support the decision to decline the Employee’s application. The Employee shall be informed of the Divisional Director’s decision and the reasons for it and invited to make a response to the Chief Executive Officer prior to a final decision being made.

41.8.6. In the case of a Casual or Sessional Employee, clause 41.8.2 shall be subject to there being a business need for the pre-existing Casual or Sessional position, at the time the Employee proposes to return to work.
41.9. **Consultation with Employee on Parental leave**
Where the Company makes a decision that will have a significant effect on the status, pay or location of the Employee’s pre-Parental leave position, the Company must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

41.10. **Right to Share Twelve (12) Weeks Leave with Spouse**
Where an Employee and his or her Spouse are employed by the Company and share primary care responsibility for the child, either Employee may use some or all of the twelve (12) weeks leave at half pay. The combined entitlement taken by both partners will be limited to a maximum of twelve (12) weeks.

41.11. **Review of Parental leave Clause**

41.11.1. If, while this Agreement is in operation, the Commonwealth Government introduces changes to the statutory paid Parental leave scheme, the Company will review the implications of these changes to the entitlements to paid Parental leave set out in the Agreement.

41.11.2. Notwithstanding clause 41.11.1 or any Commonwealth Government changes to the statutory paid Parental leave scheme, an Employee shall be entitled to paid Parental leave entitlements not less than those specified in clause 41.

42. **Long Service Leave**

42.1. An Employee shall be entitled to long service leave of thirteen (13) weeks after ten (10) years of Continuous Service, including recognised prior service, and one point three (1.3) weeks for each additional year of recognised service thereafter. Provided that on application from an Employee, the Company will approve access to accrued long service leave after seven (7) years. The application from an Employee must comply with the notice provisions specified at clause 42.3.

42.2. Accrued long service leave entitlements may be taken in any quantity provided that the minimum block of long service leave entitlement which can be taken at any one time will be two (2) weeks, regardless of the amount of leave accrued. This may include the taking of long service leave on the following basis:

42.2.1. for the period of long service leave on full pay; or,

42.2.2. for double the period of long service leave entitlement on half pay.

42.3. An Employee is entitled to choose the time for taking long service leave, provided that at least six (6) months written notice is given, or the Chief Executive Officer is satisfied that, within a shorter notice period, alternative arrangements can be made to cover the workload of the Employee.

42.4. Where an Employee with accrued personal leave credits becomes ill while on long service leave, the Employee shall, provided that a certificate from a registered medical practitioner is submitted for the period of the illness, be entitled to be placed on personal leave and no deduction shall be made from long service credits for the days in question.

42.5. Where a public holiday as prescribed in clause 34.6 occurs during the period that an Employee is absent on long service leave no deduction shall be made for that day from the Employee’s long service leave credits.

42.6. Subject to clause 42.7 service with the following employers shall be recognised as prior service for the purposes of qualifying for Long Service Leave but shall not be taken into account in calculating the Employee’s entitlement to paid Long Service Leave:

42.6.1. any public Australian University or TAFE Institute; 

42.6.2. the Commonwealth Public Service;
42.6.3. the Victorian Public Service;
42.6.4. other employers as agreed to at the time of appointment, by the Chief Executive Officer of the Company;
42.6.5. service with Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board;
42.6.6. provided that prior service with Monash University and Monash College shall be recognised as service for the purposes of qualifying for Long Service Leave and for calculating the Employee’s entitlement to paid Long Service Leave.

42.7. Service will be recognised pursuant to clause 42.6 where any break in service with other employers does not exceed twelve (12) months, and an Employee makes claim to the Chief Executive Officer of the Company for recognition of service within six (6) months of the date of appointment. Service with previous employers recognised for long service leave purposes shall not exceed, seven (7) years.

42.8. Where an Employee has an entitlement to long service leave prior to joining the Company, such entitlement shall not be transferable to the Company (other than in accordance with clause 42.6.6), although the period of service will be recognised to meet the requirement that a minimum of seven (7) years be served before long service leave may be taken. Any period taken as long service leave, or for which payment is due, shall be deducted from the entitlement recognised.

42.9. An Employee who is granted recognition of prior service will not be eligible to take long service leave within three (3) years of commencing with the Company, except with the approval of the Chief Executive Officer of the Company.

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

42.10.1. the Employee’s employment at the Company terminates after seven (7) years or more Continuous Service; or,
42.10.2. after at least four (4) years Continuous Service with the Company, the Employee retires on the basis of age or ill-health or the Employee dies.

42.11. Accumulated Long Service Leave Management

42.11.1. In order to manage the accumulation and taking of long service leave, the maximum accumulation of long service leave shall be four and one half (4.5) months.

42.11.2. Where an Employee has accumulated four and one half (4.5) months or more long service leave, the Company may request the Employee to present a plan for reducing his/her long service leave balance to three (3) months or less.

42.11.3. Where an Employee is on an extended period of paid leave (such as personal leave or Parental leave) at the time the Employee’s long service leave balance approaches or exceeds four and one half (4.5) months, the Employee shall be given a reasonable time after returning from such leave to submit the required plan.

42.11.4. In the absence of agreement of such a plan being approved by the Company, the Company may give the Employee written notice to take up to three (3) months long service leave at a time suitable to the Company, subject to giving at least three (3) months notice of the date at which such leave is to commence.

42.11.5. In the event that the Employee is unable to return to work from an extended period of approved leave, as outlined in clause 42.11.3, before ceasing employment with the Company, the Employee’s long service leave accrued but not taken will be paid out in full on cessation.
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42.12. **Entitlement to Long Service Leave for Casual and Sessional Employees**

For the purposes of long service leave, a Casual or Sessional Employee will be regarded as having Continuous Service under the following conditions:

42.12.1. The Employee was employed by the Company more than once over a period, where:
   a) there was an absence of no more than four (4) months between each instance of employment in the period; or,
   b) there was an absence of more than four (4) months between two particular instances of employment, but the length of the absence was due to the terms of the engagement of the Employee by the Company.

42.12.2. The Employee was employed by the Company more than once over a period, and the absences between instances of employment were due to the seasonal nature of the Employee’s employment.

42.12.3. Clauses 42.12.1 and 42.12.2 apply even if:
   a) any of the employment is not full-time;
   b) the Employee is employed by the Company under two (2) or more employment agreements; or,
   c) the Employee has engaged in other employment during the period.

42.13. **Operation and Recognition of Service Prior to the 1st May 2006**

42.13.1. For the purpose of qualifying for long service leave under clause 42.12 the Employee’s period of Continuous Service prior to the 1st May 2006 shall be taken into account, provided that periods of Continuous Service prior to the 1st May 2006 will not count as service for the calculation of the Employee’s paid long service leave entitlement, but shall count as service for the purpose of determining the Employee’s unpaid long service leave entitlement, at the rate of one point three (1.3) weeks for each year of service.

42.14. **Calculation of Payment for Each Week of Long Service Leave**

42.14.1. For the purpose of this clause, the Employee will be entitled to be paid for each week of long service leave, the average weekly number of hours worked over the previous twelve (12) months prior to commencing long service leave.

42.14.2. For the purposes of this clause, the average weekly number of hours worked shall be calculated by dividing the actual number of hours worked by the Employee over the twelve (12) month period immediately prior to commencing long service leave by fifty-two (52).

42.14.3. The hourly rate, at which the average weekly hours will be paid during long service leave, is the hourly rate applicable immediately prior to the Employee commencing long service leave.

43. **Study Assistance**

43.1. The Company is committed to providing opportunities to enhance professional development and continuous learning for all Employees. The Company will provide access to study assistance in a number of different ways where there is a mutual benefit to the Company and the Employee.

43.2. **Study assistance includes:**

   43.2.1. Study leave assistance to attend courses of study at any relevant educational institution approved by the Company; and,
   43.2.2. Study financial assistance, including partial or full reimbursement of tuition/enrolment fees available at the discretion of the Employer.
43.3. All Continuing Employees are eligible to apply for study assistance.

43.4. Fixed-term Employees are eligible to apply for study leave assistance provided they have at least six (6) months remaining on their current contract of employment following the completion date of the approved study.

43.5. Fixed-term Employees are eligible to apply for study financial assistance provided they have at least twelve (12) months of Continuous Service with the Company as at the date on which they apply for study financial assistance, and they remain employed by the Company for at least twelve (12) months beyond the completion date of the approved study.

43.6. Eligible Employees may, with written approval of the Chief Executive Officer or delegate, be granted time off duty of up to four (4) hours per week without loss of pay to attend approved courses of study including examinations.

43.6.1. For approved study programs that are delivered online or do not follow traditional teaching semesters (e.g. research or project based courses or intensive programs), approval may be granted to access leave on an aggregated basis.

43.7. Additional study leave assistance may be granted to an eligible Employee, on either a paid or unpaid basis, subject to prior approval of the Chief Executive Officer, or delegate.

43.8. Consideration of all study assistance requests will be in accordance with the Company's study assistance policy and will take into account the operational requirements of the work area.

44. Career Break Leave

44.1. An Employee may apply for career break leave of up to three (3) months leave without pay after three (3) years Continuous Service with the Company.

44.2. Career break leave may be approved to support requests from Employees to further enhance their professional and personal development that cannot be ordinarily achieved during normal work time.

44.3. Career break leave must be applied for six (6) months in advance and approval is subject to a consideration of the operational requirements of the Company. Career Break leave may be used in conjunction with other leave, such as long service leave.

45. Leave for Religious Purposes

45.1. An Employee shall be entitled to paid leave of up to one (1) days leave and two (2) days leave without pay in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence is submitted to the Employee's Supervisor in support of a claim for such leave.

46. Ceremonial Leave

46.1. Employees who identify as, and are accepted as members of, the Aboriginal or Torres Strait Islander community shall be entitled to up to a maximum of five (5) days of paid leave per calendar year plus an additional period of up to a maximum of ten (10) days leave without pay per calendar year for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.

46.2. Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.

46.3. Under normal circumstances the Employee must provide at least two (2) weeks’ notice in writing (usually by furnishing an application for leave form) of the Employee's intention to take leave pursuant to this clause.
46.4. An Employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

47. **Jury Service**

47.1. An Employee who is required to attend a court for the purpose of jury service shall be entitled to leave on full pay for the duration of such attendance.

47.2. Where an Employee who is on long service leave or annual leave is required to attend a court for the purpose of jury service, the Employee shall be placed on leave as per clause 47.1 and no deduction shall be made from the Employee's long service or annual leave credits for the day or days of attendance for jury service.

47.3. Any fees paid to an Employee by reason of jury service shall not be deducted from the Employee's salary.

48. **Defence Reserve Forces Leave**

48.1. An Employee who is a member of the Defence Reserve Forces shall be entitled to:

48.1.1. Leave on full pay for the purpose of attending an annual training camp of fourteen (14) days duration or, where the commanding officer of the relevant service unit certifies that such training exceeds fourteen (14) days, of up to eighteen (18) days duration.

48.1.2. Leave with pay for a period not exceeding fourteen (14) days for the purpose of attending in any one (1) calendar year not more than two (2) schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid shall be the amount the Employee would have received had the Employee remained on duty less any pay received by the Employee, including marriage and separation allowances, by reason of attendance at any such school, class or course.

49. **Firefighting and Emergency Assistance Leave**

49.1. An Employee who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the Employee in operations, provided that the services of the Employee are actually required by the voluntary organisation or other recognised authority concerned.

49.2. An Employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.

49.3. An Employee granted leave in accordance with clauses 49.1 and 49.2 shall be entitled to a further one (1) day’s leave on the completion of the service for the purpose of recovering from such participation.

50. **Court Appearance Leave**

50.1. Subject to clause 50.3 an Employee who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his/her employment (which is deemed to include an Employee who is summoned as a witness in proceedings of a Tribunal or Commission) shall be entitled to leave without loss of ordinary time pay for the period of such appearance, including reasonable travel time.

50.2. An Employee who is required to appear in court in a capacity other than as specified in clause 50.1 shall be entitled to leave without pay for the period of such appearance.
50.3. An Employee engaged on a Casual or Sessional basis shall be entitled to paid leave when subpoenaed to give evidence on matters directly related to his/her employment with the Company (which is deemed to include an Employee who is summoned as a witness in proceedings of a Tribunal or Commission), except that such leave shall only apply to time which the Employee is rostered to work.

51. Blood Donor Leave

51.1. An Employee shall, by prior mutual agreement with his/her Supervisor, be granted leave on full pay to:

51.1.1. attend the Blood Bank nearest to the Employee’s designated work location; or,

51.1.2. attend special calls by the Blood Bank, provided that a letter calling on the Employee to attend the Blood Bank and a certificate of attendance from the Blood Bank is provided.

51.2. The maximum period of paid leave for attendance, in relation to clause 51.1.1 is one (1) hour for each attendance, unless otherwise agreed between the parties.

52. Electoral Purposes Leave

52.1. Where an Employee is a candidate for election to Federal or State Parliament, the Employee may, subject to operational requirements, be granted leave without pay for all or part of the period between the date of close of nominations and the date of the poll.

52.2. In lieu of leave without pay an Employee may use accrued annual leave or long service leave entitlements for electoral leave purposes.

53. Industrial Relations Training Leave

53.1. In support of the Company’s objective of improved consultative and negotiation processes around issues affecting its Employees, the Company may release without loss of ordinary time pay, an Employee who is elected as a Union Representative or as an Employee member of the Consultative Committee, to attend short trade Union training courses, provided that:

53.1.1. at least four (4) weeks’ notice is provided to the Company by the Union, of the nomination of the Employee to attend a relevant course, the details of the content/scope of the course and the dates and times of proposed attendance;

53.1.2. the scope of the course is such that it contributes to a better understanding of industrial relations. Courses conducted by or with the support of the Union shall be considered as contributing to a better understanding of industrial relations;

53.1.3. such absence will not adversely impact on the Company’s operational requirements;

53.1.4. the leave is within a Company-wide global maximum of seventy-two and one half (72\(\frac{1}{2}\)) hours allowed for trade Union training purposes in any one (1) calendar year.

53.2. Where the above criteria are satisfied, Company approval will not unreasonably be withheld.

53.3. Nothing contained in this clause shall prevent the Company from agreeing to grant leave without loss of ordinary time pay to attend trade Union training in excess of the Company global maximum, where special circumstances exist.

53.4. The Company may from time to time support an Employee engaged on a Casual or Sessional basis who is elected as a Union Representative to attend short trade Union courses in furtherance of the Company’s objective of improved consultative and negotiation processes.
54. Family Violence Leave

54.1. The Company recognises that both female and male Employees sometimes experience situations of violence or abuse in their personal life constituting family violence that may affect their attendance or performance at work.

54.2. The Company accepts the definition of family violence as provided by the Family Violence Protection Act 2008 (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.

54.3. The Company may offer Employees experiencing family violence a broad range of support. This includes where appropriate:

54.3.1. access to up to five (5) paid days of family violence leave per year for absences due to family violence experienced by the Employee;

54.3.2. flexible working arrangements, including changes to working times consistent with the needs of the work unit; and,

54.3.3. changing work location, telephone number or email address.

54.4. Where an Employee requests such support, the Employee may elect to submit that request to either his/her Supervisor or the Company’s designated family violence contact officer. Approval of such request will be subject to endorsement by the Director, People and Culture (or his/her nominated delegate).

54.5. For the purposes of endorsing the approval of a request for support from an Employee experiencing family violence, the Director, People and Culture (or his/her nominated delegate) may require the provision of relevant documentary evidence satisfactory to the Company of family violence. This may include a document issued by police, a court, a medical practitioner, a district or maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration of the Employee.

55. Volunteering Leave

55.1. All Continuing and Fixed-term Employees on a contract of 12 months or more, shall be entitled to one (1) day of volunteering leave per year to volunteer with a community organisation approved by the Company.

55.2. Access to volunteering leave for teaching staff will be granted in lieu of one (1) day of Vocational Vitality Time (VVT) or during non-teaching time where VVT does not apply.

55.3. Volunteering leave will not accrue from year to year.

56. Special Leave

56.1. The Company may on the application of an Employee, grant special leave with pay, at the discretion of the Chief Executive Officer of the Company.

57. Leave Without Pay

57.1. The Company may on the application of an Employee, grant leave without pay, at the discretion of the Chief Executive Officer of the Company.
E  Other Matters
E Other Matters

58. Performance Enhancement Program

58.1. The Company is committed to developing its Employees and providing them with clear goals that align to the delivery of the Company’s strategic directions. To this end the Company has in place a Company-wide Performance Enhancement Program (PEP), which provides an annual process for planning, goal setting, measuring, evaluating and managing work and related outcomes and the ongoing acquisition and development of skills.

58.1.1. PEP ensures that all Employees:
   a) have clear work objectives;
   b) receive appropriate feedback that contributes to enhancing their individual and career development; and,
   c) have an annual professional learning plan in place that assist in their personal and professional development.

58.2. PEP will include structured meetings between an Employee and their Supervisor that will include the following key components:

58.2.1. review Employee’s position description, to ensure that it remains accurate and current;

58.2.2. set and review the Employee’s work goals, ensuring that they are consistent with wider departmental and Company goals;

58.2.3. identify the Employee’s development and career goals and how these might be pursued through developmental strategies;

58.2.4. assess how the Employee has performed against agreed work and developmental goals in the previous cycle and ensure that the Employee has enough feedback to understand his/her performance, celebrate achievements and maintain or improve performance in the future;

58.2.5. enable objective feedback from the Employee to their Supervisor about the effectiveness of the Supervisor in supporting performance; and,

58.2.6. build an effective relationship between the Employee and their Supervisor, based on open communication, learning and awareness.

59. Secondments

59.1. Subject to agreement between the Company and the Employee, an Employee may be seconded to work in another area within the Company or with another affiliated organisation for a specific period of time.

59.2. Secondments will not normally be for longer than two (2) years. Subject to clause 13, at the conclusion of a secondment, an Employee has the right to return to their substantive position and the mode of employment that applied immediately prior to the secondment commencing.

59.3. Secondment opportunities will be promoted through an Expressions of Interest process unless operational requirements make this impracticable.

60. Travel

60.1. It is recognised that there is a need for Employees to travel on approved Company business from time to time and in those circumstances the following applies:

60.1.1. The Company shall, where possible, provide vehicles or taxi vouchers for the use of Employees travelling locally within the Melbourne metropolitan or regional areas.
60.1.2. Employees should not use their own vehicle for business travel, unless authorised by their Supervisor. In the event that such use is necessary, the Company shall reimburse the Employee at the rate per kilometre, outlined in clause 30.1.

60.1.3. Where Employees are required to travel interstate or overseas for business purposes, the provisions pertaining to business travel are outlined in the Company’s travel policy, as approved from time to time.

61. Redeployment and Redundancy

61.1. Redeployment

61.1.1. Where a decision has been made by the Company, which will result in changes to the number and/or nature of required positions, a process shall be put in place that identifies position requirements appropriate to the new organisational arrangements.

61.1.2. Position descriptions relating to pre-existing positions that will remain in the new structure will be reviewed and position descriptions will be developed for new positions and position evaluations will be completed for all positions that are changed or introduced as a result of the restructure.

61.1.3. For Employees whose positions are changed as a result of the restructure and who are not successful in obtaining an appointment in the new structure, consultation will take place in an endeavour to redeploy them to another position, if a suitable vacancy exists or is expected to exist in the immediate future.

61.1.4. ‘Suitable vacancy’ means a position classified at the Employee’s substantive level where the Employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

61.1.5. If there are no redeployment opportunities at the same level, then a lower classified position may be offered where the Employee has the necessary skills to meet the requirements of the position.

61.1.6. If an Employee is redeployed to a position with a lower classification on or after the operative date of the Agreement, their salary shall continue to be paid at the classification he or she occupied prior to the redeployment for a period of two (2) years, following which they shall be paid at the highest salary point within the classification range of the new lower classified position.

61.2. Severance Entitlements in a Redundancy Situation

61.2.1. Redundancy occurs where the Company has made a definite decision that the work performed by an Employee is no longer required and that decision leads to the termination of employment of the Employee.

61.2.2. For the avoidance of doubt, Continuing Employees will not be made redundant where Fixed-term or Sessional/Casual Employees are currently engaged to perform the same work.

61.2.3. Examples of how this may arise include technological change, a downturn in business, and a restructuring of the operations of the Company.

61.2.4. An Employee who is not able to be redeployed and is excess to the requirements of the Company may have his/her services terminated on the grounds of redundancy.

61.2.5. Where this occurs an Employee engaged on a continuing or fixed-term basis shall be entitled to severance payments in accordance with the table outlined below.

61.2.6. An Employee over the age of forty-five (45) years who is made redundant will receive an additional fifteen (15) percent of the severance pay entitlement as outlined in the table below.
61.2.7. The period of notice prescribed for ordinary termination in clause 62 will be paid in addition to the severance payment.

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Notice (under 45 years)</th>
<th>Severance (under 45 years)</th>
<th>Total weeks (under 45 years)</th>
<th>Notice (over 45 years) cl. 62*</th>
<th>Severance (if over 45 years) cl. 61.2.6** B+15%×E</th>
<th>Total weeks (if over 45 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>3</td>
<td>4</td>
<td>7</td>
<td>3</td>
<td>4.6</td>
<td>7.6</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>3</td>
<td>7</td>
<td>10</td>
<td>4</td>
<td>8.05</td>
<td>12.05</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>4</td>
<td>10</td>
<td>14</td>
<td>5</td>
<td>11.5</td>
<td>16.5</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>4</td>
<td>12</td>
<td>16</td>
<td>5</td>
<td>13.8</td>
<td>18.8</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>5</td>
<td>14</td>
<td>19</td>
<td>6</td>
<td>16.1</td>
<td>22.1</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
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<td>16</td>
<td>21</td>
<td>6</td>
<td>18.4</td>
<td>24.4</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>5</td>
<td>17</td>
<td>22</td>
<td>6</td>
<td>19.55</td>
<td>25.55</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>5</td>
<td>18</td>
<td>23</td>
<td>6</td>
<td>20.7</td>
<td>26.7</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>5</td>
<td>19</td>
<td>24</td>
<td>6</td>
<td>21.85</td>
<td>27.85</td>
</tr>
<tr>
<td>10 years and less than 11 years</td>
<td>5</td>
<td>20</td>
<td>25</td>
<td>6</td>
<td>23</td>
<td>29</td>
</tr>
<tr>
<td>11 years and less than 12 years</td>
<td>5</td>
<td>21</td>
<td>26</td>
<td>6</td>
<td>24.15</td>
<td>30.15</td>
</tr>
<tr>
<td>12 years and less than 13 years</td>
<td>5</td>
<td>22</td>
<td>27</td>
<td>6</td>
<td>25.3</td>
<td>31.3</td>
</tr>
<tr>
<td>13 years and less than 14 years</td>
<td>5</td>
<td>23</td>
<td>28</td>
<td>6</td>
<td>26.45</td>
<td>32.45</td>
</tr>
<tr>
<td>14 years and less than 15 years</td>
<td>5</td>
<td>24</td>
<td>29</td>
<td>6</td>
<td>27.6</td>
<td>33.6</td>
</tr>
<tr>
<td>15+ years</td>
<td>5</td>
<td>25</td>
<td>30</td>
<td>6</td>
<td>28.75</td>
<td>34.75</td>
</tr>
</tbody>
</table>

* As per clause 62.2 Employees over forty-five (45) years of age at the time of the giving of notice, with not less than two (2) years Continuous Service, are entitled to an additional one (1) week’s notice.

**As per clause 61.2.6 Employees over forty-five (45) years of age at the time of the giving of notice, will receive an additional fifteen (15) percent of the severance pay entitlement as outlined above.

61.2.8. ‘Weeks pay’ means the ordinary time rate of pay for the Employee’s ordinary hours of work. Provided that such rate shall exclude:

a) overtime;
b) penalty rates;
c) disability allowances;
d) shift allowances;
e) special rates;
f) fares and travelling time allowances;
g) bonuses; and,
h) any other ancillary payments of a like nature.

61.2.9. Should the Company be successful in obtaining alternative employment for the Employee it may apply to FWC to have the severance payment reduced or not apply.

61.2.10. During the period of notice of termination given by the Company, an Employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

61.2.11. Clause 61 does not apply to:
   a) Employees terminated as a consequence of Serious Misconduct that justifies dismissal without notice;
   b) probationary Employees;
   c) apprentices;
   d) trainees;
   e) Employees engaged for a specific period of time or for a specific task or tasks; or,
   f) Casual and Sessional Employees.

61.3. **Transfer of Business**

61.3.1. For the purposes of this clause Transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

   a) The provisions of clause 61.2 are not applicable where the business or part of the business is transferred from the Company to another employer (in this clause called the second employer), in any of the following circumstances:
      i. where the Employee accepts employment with the second employer and the second employer recognises the period of Continuous Service which the Employee had with the Company (and, if relevant, any prior transferor) to be Continuous Service of the Employee with the second employer; or,
      ii. where the Employee rejects an offer of employment with the second employer:
         • in which the terms and conditions are substantially similar and no less favourable considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Company; and,
         • which recognises the period of Continuous Service which the Employee had with the Company and, if relevant any prior transferor) to be Continuous Service of the Employee with the second employer.

61.3.2. FWC may vary clause 61.3.1.a) if it is satisfied that this provision would operate unfairly in a particular case.
62. Termination of Employment

62.1. In order to terminate the employment of a Continuing or Fixed-term Employee, the Company shall give to the Employee the period of notice specified in the table below:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of notice (in weeks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>2</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>3</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>4</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>5</td>
</tr>
</tbody>
</table>

62.2. In addition to this notice, Employees over forty-five (45) years of age at the time of the giving of notice, with not less than two (2) years Continuous Service, are entitled to an additional one (1) week notice.

62.3. The notice of termination required to be given by an Employee is the same as that required of the Company, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

62.4. Summary Dismissal

Pursuant to clause 16 the Company has the right to dismiss any Employee without notice for Serious Misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

63. Medical Examination

63.1. The Company has a responsibility to all its Employees for their health and safety in the workplace.

63.2. Should the Company have cause to believe that an Employee’s fitness to safely and competently perform their duties is adversely affected by a medical condition, it may require the Employee to undergo a medical examination in accordance with the provisions of this clause.

63.3. The Chief Executive Officer may, with reasonable notice, require any Employee whose capacity to perform their duties is in doubt to undergo a medical examination, by a medical practitioner chosen by the Company.

63.4. A copy of the medical practitioners report shall go to the Chief Executive Officer, with a copy of the report to go to the Employee and/or a medical practitioner nominated by the Employee.

63.5. The Company will pay for the cost of the medical examination, but not for any related or subsequent examinations or treatment.

64. Occupational Welfare

64.1. Where, in the opinion of the Company, and on the advice of a health professional, or in the opinion of the Employee:

64.1.1. stress, including personal or relationship problems;

64.1.2. health concerns; and/or,

64.1.3. alcohol and/or drug dependency and/or compulsive gambling,

is adversely affecting the Employee’s work performance or may adversely affect the health, safety or welfare of the Employee or other persons in the Company community (including students), the Employee may make an application to, or the Company may direct that the Employee take leave with or without pay to undertake an approved rehabilitation or counselling program.
64.2. An Employee directed by the Company to make application to take leave with pay or without pay to undertake an approved rehabilitation or counselling program may seek a review by the Chief Executive Officer. Any such review is to be undertaken within two (2) working days of the Employee’s request for review, after which the requirement will either be confirmed or withdrawn by the Chief Executive Officer.

64.3. In determining whether leave is to be taken, the Company may take into account the amount of accrued leave available to the Employee.

64.4. Where leave has been granted, failure to undertake the approved rehabilitation or counselling program may result in the Company seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.

64.5. Where leave has been granted, and whilst the Employee is undertaking an approved rehabilitation or counselling program, the Company will not seek recourse to the disciplinary provisions of this Agreement.

65. Leave or Make-up Pay to Incapacitated Employees

65.1. Entitlement to Leave

65.1.1. An Employee who suffers Injury causing total incapacity for work and who receives compensation in respect of such total incapacity pursuant to the Workers Compensation Act 1958, the Accident Compensation Act 1985, and/or the Workplace Injury Rehabilitation and Compensation Act 2013 shall be granted leave by the Company at a rate of pay equal to the difference between the rate of pay payable if the Employee had continued to perform the duties being performed immediately preceding the occurrence of the Injury, excluding any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred, and the amount of weekly compensation received by the Employee.

65.1.2. An Employee who suffers Injury causing partial incapacity for work and who receives compensation in respect of such partial incapacity pursuant to the Workers Compensation Act 1958, the Accident Compensation Act 1985, and/or the Workplace Injury Rehabilitation and Compensation Act 2013 shall be paid make-up pay by the Company equal to the difference between the rate of pay payable if the Employee had continued to perform the duties being performed immediately preceding the occurrence of the Injury excluding any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred and the sum of the amount of weekly compensation received by the Employee and the weekly amount the Employee is earning in the employment in which the Employee is employed by reason of such partial incapacity.

65.1.3. An Employee who is partly incapacitated and who cannot obtain suitable employment with the Company but who has obtained suitable employment with another employer shall continue to be paid make-up pay by the Company at the rate prescribed in clause 65.1.2 provided that the Employee furnishes to the Company evidence to the satisfaction of the Company of the rate of weekly compensation and the rate of actual earnings the Employee is receiving from the other employer, provided that the provisions of this clause shall cease to operate upon the expiry of the Employee’s existing fixed-term contract (where applicable).

65.2. Period of Leave and Make-Up Pay

65.2.1. Leave granted pursuant to clause 65.1.1 shall not exceed a continuous period of fifty-two (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one (1) Injury.
65.2.2. The period for which make-up pay shall be payable pursuant to clause 65.1.2 or 65.1.3 shall not exceed a continuous period of fifty-two (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one (1) Injury.

65.2.3. Where an Employee attempts a graduated return to work, that fraction of the week that the Employee is performing duties will not be counted in the aggregate period of incapacitation leave provided for in clause 65.1.1.

65.3. Repayment of Make-Up if Damages Received

65.3.1. An Employee receiving or who has received make-up pay shall advise the Company in writing of any civil claim for damages instituted by the Employee in connection with the Injury to which such make-up pay relates and shall, if required by the Company, authorise the Company to obtain from the solicitors of the Employee such information as is reasonably required by the Company as to the progress of such claim.

65.3.2. Where an Employee who has received make-up pay recovers damages against the Company, or against a party other than the Company, pursuant either to a judgement or settlement in respect of the Injury for which the Employee has received make-up pay the Employee shall repay to the Company such make-up pay as the Employee has received from the Company provided that the damages so recovered include damages for loss of income for which such make-up pay has been paid.

65.3.3. Where, pursuant to such judgement outlined in clause 65.3.2 the amount of damages recovered has been reduced for the contributory negligence of the Employee, the Employee shall repay to the Company such amount of make-up pay as the Employee has received from the Company as is pro rata to the damages recovered having regard to such contributory negligence.

65.4. Use of Personal Leave for Incapacitated Employees

65.4.1. An Employee who is an applicant for leave pursuant to clause 65.1 may upon application be granted personal leave to cover such absence but not exceeding paid personal leave standing to the credit of the Employee provided however that no Employee shall be concurrently entitled to personal leave and leave pursuant to clause 65.1.

65.4.2. Personal leave granted pursuant to clause 65.4.1 shall be at a weekly rate not exceeding the sum of the following:

a) the weekly value of the workers’ compensation payment to which the Employee may become entitled;

b) the weekly payment for which the Employee will be eligible if granted leave pursuant to clause 65.1.

65.4.3. If an Employee is granted personal leave as provided in this clause and is subsequently granted leave for the same period or part thereof pursuant to clause 65.1 on account of the same Injury there shall be restored to the credit of the Employee personal leave equal to the value of the personal leave taken pursuant to this clause.

65.5. Employment upon Return to Duty

An Employee having been either partially or totally incapacitated shall be entitled, upon returning to full duty at the Company, to occupy an office equivalent to that occupied by the Employee immediately prior to the incident.

65.6. Termination of Service

The Company shall not terminate the employment of an Employee who has been granted leave pursuant to this clause prior to the expiry of such leave or, in the case of an Employee receiving make-up pay for partial incapacity, prior to the expiry of the period for which such
payment is payable pursuant to clause 65.1.1, except where such termination is due to Serious Misconduct on the part of the Employee.

66. Work and Travel Between Locations and Change of Work Location

66.1. This clause applies only to Continuing and Fixed-term Employees.

66.2. Work at a Different Work Location

66.2.1. Employees will be attached to a designated work location and will not be assigned duties and responsibilities unreasonably at other work locations. This will be determined on a case by case basis. Where there is not another suitably qualified and/or experienced Employee available, a specific skill set is required to perform the work, or work no longer exists at the designated work location, Employees may be asked to work at other work locations on a short term or ad hoc basis subject to operational needs. This change of work location would not result in an Employee’s substantive work being performed by a Casual or Sessional Employee at their designated work location. Reasonable notice of the change of work location will be given wherever possible.

66.2.2. The Company will undertake to minimise the regular scheduling of Employees to work at more than one (1) separate work location requiring transport by a vehicle on any working day.

66.2.3. Adequate amenities for duties undertaken will be provided at other work locations.

66.3. Travel Between Work Locations

66.3.1. Where travel between the designated work location and other work locations incur additional travel costs the Employee will be reimbursed in accordance with Company policy. Where it is agreed that the Employee will use his/her own vehicle, a kilometre allowance as prescribed in clause 30 will be paid. Where it is reasonable for the Employee to use his/her own vehicle an appropriate parking permit or other appropriate arrangement will be provided, where possible.

66.3.2. Travelling time between work locations that occurs during the course of normal working hours will count as time worked. Where travelling time occurs outside normal working hours, any travelling time which for a single journey is more than thirty (30) minutes in excess of that which the Employee would incur in travelling to his/her designated work location may be counted by the Company as either time worked or paid at the single time rate at the Company’s discretion.

66.4. Change of Designated Work Location

66.4.1. The Company may change the designated work location of an Employee subject to the Consultation and Change process outlined in clause 13.

66.4.2. An Employee who is required by the Company to perform all or the major part of his/her duties at a place other than the Employee’s previous designated work location and who relocates to a residence more convenient for travelling to such new designated work location within four (4) months of the change in work location, will be entitled to two (2) days’ paid leave for removal of household goods.

67. Overseas Appointments

67.1. Where the Company offers an Employee the opportunity of an overseas appointment, the conditions of such offer shall not disadvantage the Employee in terms of salary and leave provisions provided for in this Agreement.
68. Equal Opportunity and Workplace Fairness

68.1. The Company aims to be an inclusive employer where all current and prospective staff are treated with respect and dignity, and where there is equal opportunity.

68.2. Through a process of continuous improvement, the Company will fully integrate equal opportunity into all aspects of its activities through its decision making and planning processes.

68.3. The Company is committed to providing Employees with an environment that does not condone any form of unlawful discrimination, harassment, sexual harassment, bullying, vilification and victimisation.

68.4. The Company commits to offering all Employees training sessions outlining both Company and Employee obligations under the relevant legislation in the areas of EEO, bullying, sexual harassment and victimisation.

69. Workload Management

69.1. Workload Framework

69.1.1. The Company will allocate work using a transparent, efficient and consultative process in a manner consistent with good business practice.

69.1.2. The intent of this clause is to ensure workloads are equitable, transparent, and reasonable within the ordinary hours of duty and without risks to health and safety of Employees.

69.1.3. Workloads will take into consideration the Employee’s mode of employment, level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family / community life.

69.1.4. Allocation of workloads will be dealt with through the workload models of the specific business units. Workload models will be developed by Divisional Consultative Committees where they exist.

69.1.5. The Company expects there will be some variations from time to time, including over the life of this agreement in staff workloads. This includes the requirement of reasonable additional overtime in accordance with clause 27.1.

69.1.6. It should be noted that a variation to workload does not automatically equate to an increase in workload.

69.1.7. In determining whether workloads are reasonable or unreasonable the following should be taken into account:

   a) any risk to the Employee’s health, safety and wellbeing;

   b) the needs of the Company;

   c) the nature of the Employee’s role, and their level of responsibility;

   d) the Employee’s personal circumstances including any family and / or carer responsibilities; and,

   e) any other relevant factors.

69.2. Resolution of Workload Issues

69.2.1. Where an Employee/s has concerns about their workload they should raise the issue with their immediate Supervisor in the first instance.

69.2.2. In assessing workload concerns, primary indicators to be considered include:

   a) the ongoing need to work excessive hours;

   b) excessive overtime over an extended period; and/or,
c) the inability for Employees to utilise accrued leave or TOIL.

69.2.3. If the concerns remain unresolved, the issue should be raised with the appropriate Director or equivalent.

69.2.4. If the Employee/s believes the issue remains unresolved, the matter may be referred by the Employee/s to the relevant Divisional Consultative Committee or to the Director, People and Culture who will investigate the matter with reference to the unit specific workload model and make a recommendation to resolve the matter.

69.2.5. Where a group of Employees raise workload issues collectively, a committee will be established to consider and make recommendations regarding the issues. The committee will comprise parties with relevant knowledge of the work area and/or workload issues. The Union will be invited to join the committee.

69.2.6. If the matter is not satisfactorily resolved it will be dealt with under clause 11.

70. Open Days

70.1. The Company’s preference is to source, where possible, Employees for Open Days from volunteers with appropriate experience and skills. If less than the required number of Employees with the appropriate experience and skills volunteer, then the Company may require additional Employees to work on the Open Day. Subject to needing to replace Employees at short notice, Employees who were scheduled to work, but for some legitimate reason cannot work on the Open Day; the Company will aim to provide at least one (1) month notice to Employees required to work.

70.2. All work performed on an Open Day on a Saturday, Sunday or Public Holiday will be paid the appropriate rate prescribed for work performed on that day or receive time in lieu as prescribed in clause 27.

71. Indigenous Employment

71.1. The Company recognises the need to assist indigenous Australians with employment opportunities and indigenous Employees with their training and career development.

71.2. The Company will work with the University to explore development of appropriate policies and programs for this purpose.
Part 2  Conditions Applicable to General Staff
Part 2    Conditions Applicable to General Staff

72.  Classification of General Staff

72.1.  General
The Company will classify positions in accordance with the General Staff classification structure in Schedule 2 of this Agreement and, subject to a General Staff member being ready, willing and able to work, a General Staff member assigned to that position shall be entitled to the appropriate salary rates specified in Schedule 1 of this Agreement.

72.2.  Classification Process

72.2.1.  Positions will be subject to classification review when:

a) a new position is created;
b) a vacant position is reviewed and redesigned prior to recruitment; and,
c) the responsibilities of the position have changed to the extent that it is agreed that the position may no longer be appropriately classified. Should the Supervisor and the General Staff member not agree, either party may refer the matter to the People and Culture Unit to assist the parties in reaching an agreement.

72.2.2.  To facilitate the classification review, Position Descriptions and classification documentation will be prepared by either:

a) the Supervisor and/or General Staff member in consultation with each other, where the position is currently occupied; or,
b) the Supervisor, where the position is new or unoccupied.

The relevant Divisional Director or their delegate will approve the Position Description and other classification documentation.

72.2.3.  A Classification Review Panel will conduct classification reviews as required.

a) The Classification Review Panel shall comprise a People and Culture Representative and a General Staff member/s of the Company from a pool of General Staff members who have been trained in job evaluation procedures relevant to the General Staff classification system as provided for in clause 72.2.6 (who is not from the same work area as the position which is subject of review). An external expert may be included as an additional member of the panel where appropriate.
b) The relevant Supervisor and/or the incumbent General Staff member may be requested to clarify aspects of the role of the position being evaluated. An application for a review of the classification level of a position will be dealt with expeditiously and preferably within one (1) month of lodgement with the People and Culture Unit.

72.2.4.  All classification determinations are subject to final approval by the Relevant Divisional Director or their delegate and where the position is not vacant, will be confirmed to the incumbent General Staff member in writing.

72.2.5.  Where, as a result of a classification review, a position is to be classified to a higher category, the date of effect of the reclassification and resulting salary increase will be the first pay period beginning on or after the date the reclassification is confirmed.

72.2.6.  For the purposes of clause 72.2.3 the Company will invite expressions of interest from interested General Staff members who wish to be trained to participate as a General Staff member of the Classification Review Panel. The Company will offer training from time to time to ensure a pool of trained General Staff members is
available to conduct classification review processes. This will ensure the review process is conducted in a timely, transparent, consistent and equitable manner.

72.3. **Appeals**

72.3.1. A General Staff member may appeal against the outcome of a classification review on the following grounds:

a) a breach of process leading to an incorrect classification; or,

b) the process failed to take into account all known requirements and/or features of the position.

72.3.2. Appeal against the outcome of a classification review must be:

a) made in writing by the General Staff member who occupies the position setting out the grounds for appeal in terms of the matters outlined in clause 72.3.1; and,

b) lodged with the Director, People and Culture within ten (10) working days of the incumbent General Staff member being notified of the outcome of the classification review.

72.3.3. A new Classification Review Panel will be established and will include the Director, People and Culture or their delegate and at least one other General Staff member who has been trained in job evaluation procedures. Members of the new Classification Review Panel must not have been involved in the initial review.

72.3.4. The General Staff member will be advised of the appeal outcome in writing.

72.3.5. Should a further appeal be lodged, the Chief Executive Officer or their delegate must make a decision on the appeal within ten (10) working days of the appeal being lodged and such decision shall be provided to the General Staff member in writing.

73. **Performance Linked Remuneration**

73.1. In addition to the salary increases, outlined in clause 29, a General Staff member may be entitled to an additional annual salary adjustment, based on the outcome of their PEP pursuant to clause 58.

73.2. The annual salary adjustment will be calculated by reference to the number of performance units, up to a maximum of ten (10) units, allocated to the General Staff member as a result of the General Staff members PEP.

73.3. The value of performance units for each General Staff Level is 0.33% of their full-time equivalent salary as at 31 December of the relevant year.

73.4. Except as provided in clause 73.7 and 73.8 the value of performance units allocated to a General Staff member will be added to the General Staff member’s annual salary.

73.5. Subject to clause 73.6 the value of performance units will be included as salary for the purposes of calculating all other types of allowance, including overtime.

73.6. Performance linked salary adjustments are payable from the first pay period on or after being approved and will be backdated (for ordinary time payments only) to 1 January in the relevant year.

73.7. Where a General Staff member:

a) is being paid at a level above the position’s correct classification; or,

b) salary has reached the upper limit of the salary band for the position’s classification level and the position does not qualify for a classification review, no additional salary adjustment will be applicable.
73.8. Where a General Staff member is receiving a salary below the upper limit of the salary band and is entitled to a performance linked salary adjustment that would exceed the upper limit of the salary band, the General Staff member will:
   a) be entitled to receive a salary adjustment to take their salary to the upper limit of the salary band; and,
   b) be entitled to receive the balance of the value of agreed performance units as a non-salary lump sum payment in accordance with clause 73.9.

73.9. Non Salary Lump Sum Payments

73.9.1. In the circumstances outlined in clauses 73.7 and 73.8:
   a) the General Staff member will be entitled to receive either the full value or balance of the agreed performance units as a non-salary lump sum payment as applicable;
   b) the lump sum amount is payable in the first pay period on or after being approved; and,
   c) the lump sum payment amount will not be included as salary for the purposes of calculating all other types of allowance, including overtime, and superannuation entitlements.

73.9.2. Notwithstanding clause 73.9.1.c), where a General Staff member is only receiving minimum superannuation contributions (currently 9.5%), the Company will make superannuation contributions as a component of the lump sum amount, payable in accordance with clause 73.9.
Part 3  Conditions Applicable to Diploma Teachers
Part 3  Conditions Applicable to Diploma Teachers

74.  Sessional Employment

74.1.  Teaching Duties

The sessional teaching rate of pay for the relevant class, as outlined in Schedule 3, shall encompass the following activities:

74.1.1.  preparation of the relevant class, including lesson planning;

74.1.2.  presentation of the relevant class; and,

74.1.3.  reasonable marking, arising from the relevant class.

74.2.  Non-teaching Duties

Any duties which the Sessional Employee is required to perform beyond those outlined in clause 74.1 above shall, by prior written agreement with the Supervisor, be paid for separately in the following manner:

74.2.1.  Where the assessment associated with a particular unit requires substantial marking to be conducted outside the classroom that is beyond what would be expected under clause 74.1.3, a Sessional Teacher will be entitled to be paid at the non-teaching rate (B) for the additional assessment. The number of hours claimable will be determined by the Supervisor, in consultation with the Teacher with relevant Unit Leadership responsibilities, and will be consistent with the non-teaching policy guidelines as issued from time to time (to be developed through the Diplomas Consultative Committee and be in place for the trimester commencing immediately following the operative date of the Agreement).

74.2.2.  Substantial curriculum projects, assessment setting and vetting will be paid at the Sessional Rates – Tutorial as set out in Schedule 3. Prior to the commencement of any engagement for this work a Sessional Teacher shall be advised of the number of hours of work associated with the specific task and this amount shall be the payment amount, unless otherwise agreed between the parties.

74.2.3.  Exam marking including double marking, shall be paid at the rate per script specified in Schedule 3.

74.2.4.  Moderation tasks shall be paid at the exam marking rate per paper moderated with an additional payment of one hour at the non-teaching hourly rate (A) where a moderation report is required.

74.2.5.  Where a Sessional Employee is required to conduct:

a)  student consultations; or,

b)  student supervision (for example, orientation activities);

this shall be paid at the non-teaching hourly rate (A) specified in Schedule 3.

74.2.6.  All other duties expressly authorised by the Supervisor to be paid at the Sessional non-teaching hourly rate (B) specified in Schedule 3. Such duties may include, but are not limited to:

a)  attendance at meetings; and,

b)  attendance at professional development and training sessions.

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

74.4.  Sessional Employees shall only be required to be rostered on for teaching duties during the teaching periods of a Trimester.
74.5. **Time of Payments**

The Company shall pay Sessional Employees on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken.

75. **Teaching Hours**

75.1. The maximum and average teaching hours to be worked by full-time Diploma Teachers, Subject Coordinators, Team Leaders, Teaching and Learning and Academic Managers during the teaching year are specified in the table below:

<table>
<thead>
<tr>
<th>Teacher position</th>
<th>Teaching hours per week</th>
<th>Maximum annual teaching hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diploma Teacher Continuing/Fixed-term</td>
<td>16</td>
<td>576</td>
</tr>
<tr>
<td>Sessional Diploma Teacher</td>
<td>-</td>
<td>18</td>
</tr>
<tr>
<td>Subject Coordinator</td>
<td>11</td>
<td>396</td>
</tr>
<tr>
<td>Team Leader, Teaching and Learning</td>
<td>8</td>
<td>288</td>
</tr>
<tr>
<td>Academic Manager</td>
<td>6</td>
<td>216</td>
</tr>
</tbody>
</table>

*Teaching hours relates to contact hours and includes regular timetabled hours, replacement teaching, workshops and other additional teaching activities as approved by Supervisor.*

75.2. Teachers will have the face to face teaching hours they have already taught in preceding Trimesters of any given year counted for the purposes of determining their upcoming Trimesters’ teaching hours and the year’s maximum annual face to face teaching hours able to be allocated.

75.3. Subject to clause 75.1 a full-time Diploma Teacher shall not be required to provide face to face teaching for more than six (6) hours on any day.

75.4. **Teaching Allocation**

The allocation of a Diploma Teacher’s teaching load will be the subject of consultation each trimester about the makeup of the teaching load across the Academic year.

75.5. **Emergency Relief Teaching Procedures**

75.5.1. The Company will use its best endeavours to ensure that teachers providing emergency relief teaching cover are drawn from the relevant Diploma and subject area.

75.5.2. Emergency relief teaching for any individual Continuing or Fixed-term Teacher shall not exceed three (3) consecutive weeks and for not more than seven (7) hours relief teaching in total in those three weeks.

75.5.3. Teachers undertaking emergency relief teaching pursuant to this clause shall not be required to undertake marking activities arising from teaching such classes.

75.6. **Annual leave planning**

Diploma Teachers will be supported to take four (4) weeks of annual leave per year. The taking of annual leave will be planned so as to minimise the impact of annual leave on the operations of the Company and to support Employees with family and carer responsibilities and other personal requirements. Annual leave planning will also support the planning of timetabled teaching arrangements. To this end, all teachers must lodge a proposed leave plan for the following Academic Year by the end of November which will be monitored before each Trimester.
75.7. **Timetabling of Teaching Hours**

75.7.1. In establishing teaching timetables for Diploma Teachers, the Company will use its best endeavours, where reasonable to do so, taking into account operational factors, to:

   a) timetable Diploma Teachers classes over four (4) days in any teaching week;
   
   b) allocate Diploma Teachers at least half an hour of non-teaching time between 11.30am and 2.00pm each day; and,
   
   c) complete the timetabling for Diploma Teachers, engaged on a continuing or fixed-term basis, prior to timetabling Sessional Diploma Teachers.

76. **Unit Leadership**

76.1. The distribution of Unit Leadership across teaching staff explicitly provides for the development of distributed leadership throughout the organisation. A Unit Leadership allowance in accordance with Schedule 3 will be payable when a Diploma Teacher undertakes full Unit Leadership responsibilities.

76.2. A Diploma Teacher can undertake Unit Leadership responsibilities for a maximum of three (3) full units per Trimester.

76.3. A Diploma Teacher who is assigned Unit Leadership responsibilities will receive a one and one half (1 1/2) hours time allowance from face-to-face teaching per week per full unit.

76.4. An additional thirty (30) minutes time release per one hundred (100) students will be applied to units that consist of more than one hundred (100) students.

76.5. Unit Leadership responsibilities may be undertaken on a pro rata basis in some units and the allowance and time release will be reduced accordingly.

76.6. Time release from teaching will be counted as teaching time for the purpose of calculating the annual maximum teaching hours in accordance with clause 75.1.

77. **Workforce Composition**

77.1. The Company’s Monash Diplomas operation is a business that experiences significant variations in its need for Diploma Teachers each Trimester.

   The magnitude of these variations is determined by the number of student enrolments for each Trimester (which are generally not finalised until a few days prior to the commencement of the Trimester) as well as seasonal factors.

   There can also be a significant variation in total student numbers from one year to the next which, when taken together, indicate that it is likely that the Company will for the foreseeable future, have a need to engage some Diploma Teachers on a short-term basis, such as on a sessional engagement.

   Notwithstanding the uncertainty and fluctuation in student numbers, the Company is committed to minimising sessional employment.

77.2. **Employment Ratio Targets**

77.2.1. Recognising the realities of the volatile environment in which it operates, the Company will use its best endeavours to work towards achieving a ratio for the modes of employment for Diploma Teachers of at least:

   a) continuing employment 50%
   
   b) fixed-term employment 20%

   on an annualised equivalent full-time basis.
77.2.2. The staffing mix of Diploma Teachers will be reported to the Consultative Committee on a six (6) monthly basis.

77.2.3. The methodology used to calculate the employment ratios is outlined in Schedule 16.

78. Appointment Criteria

78.1. The Company shall select and promote Diploma Teachers on the basis of ‘best fit’ against published selection criteria for appointment to a vacant position, including skills, relevant experience, key attributes, behaviours and qualifications (best person for the job).

78.2. The Company will appoint Continuing and Fixed-term Diploma Teachers to a salary level in accordance with the criteria which appear at Schedule 4 of the Agreement.

79. Professional Learning for Diploma Teachers

79.1. Professional development for Diploma Teachers will be supported in accordance with the Professional Development objectives outlined in clause 18.

79.2. Teaching staff will become involved in Diploma-wide professional learning that supports the aims and objectives of the Division in any particular year under the leadership of the management team and supported by the Learning Engagement Team. Management will use its best endeavours to schedule such activities during teaching-free times on a regular basis throughout the Trimester and, where appropriate, Company-wide annual conferences.

79.3. Teaching staff will also be engaged in professional learning within their Diploma/Group team projects. In negotiation with their manager, teachers will be encouraged to undertake learning activities that will directly inform their work and support their individual development and goals.

79.4. Management will use its best endeavours to identify key learning activities in the calendar prior to the commencement of each Trimester.

79.5. Management will identify opportunities for individuals and teams to undertake significant development projects both on-shore and where possible and appropriate, off-shore.

80. Professional Responsibility and Autonomy

80.1. It is a general expectation that teachers will work on-site and be available to meet all their work requirements including activities such as timetabled teaching, out-of-class student consultations, team and staff meetings and professional learning that might occur within project work or team collaborative settings.

80.2. It is recognised that some teaching related activities (e.g. intensive marking) can be more effectively and efficiently carried out off-site and this characteristic of the teaching profession is acknowledged.

80.3. Employees are expected to seek clearance from their manager prior to working off-site. When considering requests, the manager will take into account whether there is any requirement for the Employee to be on-site and communicate this requirement to the Employee making the request.

80.4. If clearance is given by the manager to work off-site, the Employee shall notify relevant colleagues via email that they will be working away from the office.

80.5. In the event that an individual or group of individuals believe that the professional flexibility to work off-site is consistently not being granted, they should firstly raise their concerns directly with their manager for resolution. If the concerns are not able to be resolved then the matter may be escalated for resolution using the Grievance procedure in the Agreement.
80.6. In week fifteen (15) of the Trimester Employees may work off-site where they have not been provided with specific advice from their manager or entered into arrangements with colleagues to be on-site to undertake relevant work activities including professional learning or collaborative work with colleagues. It is expected that managers will normally provide clear advice to teaching staff about the requirement to be in attendance by the end of week ten (10) of each Trimester.

81. Vocational Vitality Time (VVT)

81.1. Vocational Vitality Time supports teachers to invest quality time to reflective practice, with a focus on improving teaching and learning methodologies and best practices. Teachers are entitled to five (5) days of VVT per Academic Year. VVT arrangements for the following Academic year will be communicated by the Director, Diplomas by the end of week 10 of the last Trimester of the current Academic year.

82. Curriculum Development and Support

82.1. Part of the role of a Diploma Teacher is to participate, to varying degrees, in the development of curriculum, teaching and assessment materials and other teaching related resources for common use by all Diploma Teachers.

82.2. These activities may include, but are not limited to, the following:

82.2.1. development of assessment kits and examinations;
82.2.2. course revision;
82.2.3. course development;
82.2.4. marking of exam papers;
82.2.5. other development and/or maintenance of teaching resources as required; and,
82.2.6. other project work as required.

82.3. Diploma Teachers will undertake the development and/or maintenance of curriculum, teaching and assessment materials or other project work as the need arises. These tasks can be directed by the teacher’s Supervisor or initiated by the teacher and mutually agreed.

82.4. The level of involvement in these activities may necessitate time release from face-to-face contact or other support as agreed to enable major curriculum development projects. Time release or support will be determined on an individual basis by negotiation between the parties, taking workload into account.
Part 4  Conditions Applicable to ELICOS Teachers
Part 4  Conditions Applicable to ELICOS Teachers

83.  Sessional Employment

83.1.  Teaching duties

The sessional teaching rate of pay for the relevant class, as specified in Schedule 5, shall encompass the following activities:

83.1.1. preparation of the relevant class, including lesson planning (this includes communicating with colleagues);
83.1.2. presentation of the relevant class or workshop;
83.1.3. marking, arising from the relevant class; and,
83.1.4. end of course testing.

In addition, where a Sessional Teacher is required to deliver a professional development or training session to other teachers, the sessional teaching rate of pay specified in Schedule 5 will apply.

83.2.  Non-teaching duties

Any duties, which the Sessional ELICOS Teacher is required to perform beyond those outlined in clause 83.1 shall be paid for at the sessional non-teaching rate of pay specified in Schedule 5.

It is acknowledged that additional non-teaching duties will arise from time to time across the various programs. To ensure Sessional Employees are appropriately compensated for these duties, the Company will establish guidelines to detail the appropriate time allocation which can be claimed for undertaking specific non-teaching duties. These guidelines will be varied from time to time in accordance with the requirements of the work to be done.

83.2.1. These duties may include:

a) marking duties beyond that outlined in clause 83.1.3;
b) preparation of subject guides or reading lists for curriculum development, or materials other than for allocated classes;
c) attendance at meetings;
d) student supervision (for example, orientation activities);
e) attendance at approved professional development and training sessions;
f) student consultation time; and,
g) placement testing.

83.2.2. Where a Sessional ELICOS Teacher is on an approved field trip, the Employee will be paid the greater of:

a) the actual hours involved at the sessional non-teaching rate; or,
b) their timetabled teaching hours at the sessional teaching rate.

83.2.3. Any duties which the Sessional ELICOS Teacher is required to perform that are not contained in the guidelines shall, by prior written agreement with the Supervisor, be paid for at the non-teaching rate.

83.3.  Time of payments for Sessional ELICOS Teachers

The Company will pay Sessional ELICOS Teachers on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken.
84. Teaching Hours

84.1. The annual maximum face to face teaching hours for a full-time ELICOS Teacher will be 840 hours per annum.

84.2. The annual maximum face to face teaching hours for a part-time ELICOS Teacher will be calculated on a pro rata basis in accordance with clause 84.1.

84.3. Subject to clause 84.5 the annual teaching hours will be worked over a forty-five (45) week period, consisting of nine (9) terms, each of five (5) weeks duration.

84.4. The average weekly face to face teaching hours for a full-time ELICOS Teacher is twenty (20) hours per week or pro rata for a part-time ELICOS Teacher.

84.5. In order to provide a level of flexibility for the Company and for Employees in relation to workforce planning:

84.5.1. the 840 annual face to face teaching hours will be achievable by averaging the face to face teaching hours over a two (2) year period; and/or,

84.5.2. by agreement, the weekly teaching hours may be increased to a maximum of twenty-five (25) hours, provided that the weekly average over a two (2) year period does not exceed twenty (20) hours per week.

84.6. Curriculum review

84.6.1. The Company is currently undertaking a Curriculum Review (Review) of Monash English and Monash English Bridging programs.

84.6.2. The outcomes of this Review will provide a better understanding of the workload requirements of teachers across these programs. One of the aims of the Review is ensure that program delivery is enhanced through the streamlining of assessment tasks, related marking and preparation of course materials.

84.6.3. Following the completion of the Review, and full introduction of the new curriculum, the Company will complete a review of the current arrangements outlined in clauses 84.7 and 84.8 with a view to identifying an appropriate program delivery structure.

84.6.4. The Company will discuss and consult with Employees and the Union regarding any potential improvements to the program delivery structure arising from the new curriculum.

84.6.5. Following discussion and consultation, the arrangements outlined in clauses 84.7 and 84.8 will be amended if required.

84.6.6. If teachers involved in delivering the new curriculum can provide evidence that the new curriculum has not resulted in a workload reduction then the arrangements outlined in clauses 84.7 and 84.8 will remain in place.

84.7. Continuing and Fixed-Term Teachers

84.7.1. In recognition of the additional assessment workload on Monash English Bridging programs, full-time ELICOS Teachers allocated to a Monash English Bridging program shall have their teaching load reduced by two (2) hours per week following week five (5) of the course.

84.7.2. Part-time teachers who are teaching on a Monash English Bridging program are entitled to a reduction of their teaching load on a pro rata basis as follows:

<table>
<thead>
<tr>
<th>Time fraction</th>
<th>Reduction in teaching load per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.2</td>
<td>24 minutes</td>
</tr>
<tr>
<td>0.4</td>
<td>48 minutes</td>
</tr>
<tr>
<td>0.6</td>
<td>72 minutes</td>
</tr>
</tbody>
</table>
84.7.3. Arrangements will be made between the Director of Studies and each individual teacher to access time release from teaching duties for the purpose of assessment and marking at a mutually convenient time, which meets the needs of the program and the students.

84.7.4. Time off teaching will be counted as teaching time for the purpose of calculating the annual maximum teaching hours at clauses 84.1 and 84.2.

84.8. Teaching hours for Sessional ELICOS Teachers

84.8.1. Sessional ELICOS Teachers who are teaching on a Monash University English Language College (MUELC) program will be deployed to teach up to twenty (20) hours of face to face teaching per week. Sessional Employees will be paid in accordance with the hours worked.

84.8.2. Sessional ELICOS Teachers are entitled to claim non-teaching hours in accordance with the MUELC claimable hours guidelines as referenced in clause 83.2.

84.8.3. Sessional ELICOS Teachers providing emergency relief teaching are not generally expected to assess on MUELC programs, and will therefore not be entitled to claim any additional time at the non-teaching rate in accordance with clause 83.2.

84.8.4. If a Sessional ELICOS Teacher is engaged for emergency relief teaching for an extended period or in other exceptional circumstances and is expected to undertake marking and associated administration for assessment, the Director of Studies will inform the individual teacher of the non-teaching time that may be claimed.

84.9. Coordinators and Specialists

84.9.1. Unless otherwise agreed by the Company, coordination or specialist duties will be the responsibility of ELICOS Teachers who are appointed to the position of Coordinator or Specialist. An ELICOS Teacher who is appointed to a Coordinator or Specialist position shall be entitled to have a reduction of a minimum of four (4) hours from the average number of teaching hours per week, as detailed in clause 84.1.

84.9.2. The actual teaching hours for each individual teacher will be as agreed between the Coordinator or Specialist and their Supervisor, taking into account the following factors:
   a) the number of classes;
   b) the number of students;
   c) the number of teachers under the Coordinator’s control; and,
   d) other relevant agreed factors.

84.9.3. Each Coordinator or Specialist shall have the ability to have their individual circumstances reviewed by their Supervisor during a period of deployment to assess if additional time off teaching is required.

84.10. Positions of Responsibility

84.10.1. Positions of Responsibility will be created to respond to emerging business needs where a temporary or short term deployment is the most suitable option to meet those needs in accordance with Schedule 15.

84.10.2. Where necessary, Employees appointed to Positions of Responsibility will be provided with regular time release from face to face teaching duties, which will be determined by the Director in accordance with Schedule 15.
84.11. **Annual Leave planning**

84.11.1. ELICOS Teachers will be supported to take four (4) weeks of annual leave per year. The taking of annual leave will be planned so as to minimise the impact of annual leave on the operations of the Company and to support Employees with family and carer responsibilities. Annual leave planning will also support the planning of timetabled teaching arrangements.

84.11.2. There is an expectation that fifty (50) per cent of each teacher’s annual leave entitlement will be taken during non-teaching time to minimise disruption to students and provide continuity of teaching during teaching periods.

84.11.3. To support workforce planning, teachers must have an annual leave plan for the following calendar year completed and lodged by November of the current year.

84.11.4. Requests for annual leave during teaching periods that are in excess of the amount outlined above will be considered on a case by case basis taking operational factors and personal circumstances into account.

84.12. Where a teacher is absent on account of a period of authorised annual leave, the face to face teaching hours that a teacher would have normally taught during that period will not be counted towards their maximum annual teaching hours as per clauses 84.1 and 84.2.

85. **Workforce Composition**

85.1. The Company’s English language operation is a business that experiences significant variations in its need for ELICOS Teachers throughout the year.

The magnitude of these variations is determined by the number of student enrolments for each intake (which are generally not finalised until a few days prior to the commencement of the intake) as well as seasonal factors.

Notwithstanding the uncertainty and fluctuation in student numbers, the Company is committed to minimising sessional employment and will endeavour to engage Employees on annualised hours arrangements to meet a ratio of Sessional Employees as outlined in clause 85.2.

85.2. **Ratio of Sessional Employment**

85.2.1. The Company will endeavour to maximise opportunities for ELICOS Teachers to be engaged on a continuing or fixed-term basis. In support of this commitment, the Company agrees to maintain a continuing workforce equal to, or greater than the full-time equivalent number of ELICOS Employees that were engaged as at 1 January 2012*, where reasonable to do so.

85.2.2. The use of Sessional ELICOS Teachers is determined by the number of students enrolled in MUEL courses. The Company shall use its best endeavours to work towards achieving a ratio of Sessional Employees that does not exceed 30% of the total teaching staff complement (on an annualised full-time equivalent basis).

85.2.3. The staffing mix of ELICOS Teachers will be reported to the Consultative Committee on a six (6) monthly basis.

85.2.4. The methodology used to calculate the employment ratios is set out in Schedule 16.

*The number of full-time equivalent ELICOS Employees, inclusive of Leading Specialist Teachers, Leading Teachers and Teachers who were engaged on a continuing basis as at 1 January 2012 was 29.

86. **Salary Progression for an ELICOS Teacher**

86.1. Progression from one salary level to the next salary level within a classification band will be available annually subject to the ELICOS Teacher gaining new skills, continuing satisfactory
conduct, diligence and performance against the requirements established for the classification level.

86.2. The Company will provide timely information on the type of professional development which is appropriate to assist the ELICOS Teacher to develop the skills required for progression to the next salary level.

87. ELICOS Teacher Development

87.1. Professional development for ELICOS Teachers will be supported in accordance with the Professional Development objectives outlined in clause 18.

87.2. The Company will provide an opportunity, through the Performance Enhancement Process, for ELICOS Teachers to propose and discuss activities which may address individual staff professional development and training needs, thereby assisting an ELICOS Teacher to enhance his or her ability and/or capacity to perform their duties. The ELICOS Teacher will pursue identified initiatives or activities on a basis agreed to between the ELICOS Teacher and the Company.

87.3. ELICOS Teachers participate in at least five (5) days of planned professional learning per year.

88. Professional Responsibility and Autonomy

88.1. It is a general expectation that teachers will work on-site and be available to meet all their work requirements including activities such as timetabled teaching, out-of-class student consultations, team and staff meetings and professional learning that might occur within project work or team collaborative settings.

88.2. It is recognised that some teaching related activities, including VVT, can be more effectively and efficiently carried out off-site from time to time and this characteristic of the teaching profession is acknowledged. Teaching staff may therefore request to work off-site (e.g. in times of intensive marking or to conduct approved teaching related activities).

88.3. Teachers are expected to seek prior approval from their manager before working off-site. When considering requests, the manager will take into account whether there is any requirement for the Employee to be on-site and communicate this requirement to the Employee making the request.

88.4. If approval is granted from the manager to work off-site, the Employee shall notify relevant colleagues via email that they will be working away from the office.

88.5. In the event that an individual or group of individuals believe that the professional flexibility to work off-site is consistently not being granted, they should firstly raise their concerns directly with their manager for resolution. If the concerns are not able to be resolved then the matter may be escalated for resolution using the Grievance procedure in the Agreement.

89. Vocational Vitality Time (VVT)

89.1. Vocational Vitality Time supports teachers to invest quality time to reflective practice, with a focus on improving teaching and learning methodologies and best practices. Teachers are entitled to five days of VVT per Academic Year. These days will be scheduled during non-teaching periods and specific details of the arrangements for the following Academic year will be communicated by the Director, MUELC by the end of November of the current Academic year.
Part 5  Conditions Applicable to Monash Professional Pathways (Monash Professional) Trainers
Part 5  Conditions applicable to Monash Professional Pathways (Monash Professional) Trainers

The Company employs Trainers in its Monash Professional operations. These Trainers undertake programs of teaching related to workplace communication, workplace culture and supporting employability for undergraduate and graduate international and domestic participants from English speaking and non-English speaking backgrounds. Generally, programs have a prescribed curriculum and are either non award or accredited by professional bodies.

The following clauses provide for the specific conditions of employment for Monash Professional Trainers.

90.  Sessional Employment

90.1.  Training duties

The sessional training rate of pay for the relevant class shall encompass the following activities:

90.1.1. preparation of the relevant class;

90.1.2. implementation of the prescribed program and assessments;

90.1.3. marking and assessment recording arising from the relevant class;

90.1.4. end of course reporting.

90.2.  Non-training duties

Any duties, which a Sessional Monash Professional Trainer is required to perform beyond those outlined in clause 90.1, shall, by prior written agreement with the Supervisor, be paid for separately in the following manner:

90.2.1. Marking duties beyond that outlined in clause 90.1.3, and all other duties expressly authorised by the Supervisor shall be paid in accordance with the sessional non-training rate specified in Schedule 8.

90.2.2. Such duties may include:

a)  assisting with additional marking or class support;

b)  assisting with material development or review;

c)  attendance at meetings, professional development / training sessions;

d)  undertaking general course administration;

e)  participation in peer observations or review.

91.  Monash Professional Sessional Rates of Pay and Time of Payments

91.1.  The Company will pay Sessional Monash Professional Trainers at the rates of pay detailed in Schedule 8 of the Agreement.

91.1.1. The Monash Professional training rate A is reflective of training within the ordinary hours of work.

91.1.2. The Monash Professional training rate B is reflective of training outside of the ordinary hours of work Monday to Friday, and training on a Saturday.

91.1.3. The Monash Professional training rate C is reflective of training on a Sunday or Public Holiday.
91.2. The Company will pay Monash Professional Sessional Employees on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken.

92. Sessional Monash Professional Trainers and Training Hours

92.1. The Company may employ Sessional Monash Professional Trainers in accordance with the rates of pay detailed in Schedule 8 of the Agreement.

92.2. The weekly training hours that may be worked by a Sessional Monash Professional Trainer shall average no more than twenty (20) hours per week to a maximum of 840 hours per year.

93. Senior Trainer (Monash Professional)

93.1. The Company may appoint persons to the role of Senior Trainer who will support the quality and efficiency of program delivery and Trainer support on the rates of pay detailed in Schedule 8 of the Agreement.

93.2. The weekly training hours that may be worked by a Monash Professional Senior Trainer shall average no more than twenty (20) hours per week to a maximum of 840 hours per year.

93.3. In addition to the salary increases outlined in clause 29 a Monash Professional Senior Trainer will participate in the Company’s Performance Enhancement Program in accordance with clause 58 and will be eligible for Performance Linked Remuneration in accordance with clause 73.
Part 6  Conditions Applicable to International English Language Testing System (IELTS) staff
Part 6  Conditions applicable to International Language English Testing System (IELTS) staff

94.  IELTS

94.1. The Company operates an International English Language Testing System (IELTS) testing and assessment centre and employs staff to undertake the following required roles:

94.1.1. Examiner
94.1.2. Clerical Marker
94.1.3. Invigilator
94.1.4. Chief Clerical Marker
94.1.5. Test Day Supervisor
94.1.6. Examiner Trainer

94.2. The key duties and qualifications required of staff employed to undertake the roles described in clause 94.1 are set out in Schedule 9.

94.3. The Company employs staff in the IELTS centre on an as required basis and therefore Employees are predominantly engaged on a casual basis.

94.4. The rates of pay for Casual IELTS Employees are attached in Schedule 10.

94.5. Subject to clause 94.6 and 94.7, Casual Employees who perform IELTS testing work will be engaged and paid by the hour or part thereof for the performance of that work at the rates set out in Schedule 10, with no additional overtime or weekend loadings applicable.

94.6. Continuing or Fixed-term Employees of the Company who undertake IELTS work will be paid for the performance of that work at the rates set out in Schedule 10, with no additional overtime or weekend loadings applicable.

94.7. Casual, Continuing or Fixed-term Employees engaged as Examiners shall be paid on the basis that each Examiner’s shift is four hours and fifteen minutes in length. Only where an Examiner is required to work additional time beyond four hours and fifteen minutes, for example when another Examiner is absent, will an Examiner be paid for additional time worked.
Part 7  Conditions Applicable to Bachelor of International Business Teachers (Academic Teachers)
Part 7  Conditions Applicable to Bachelor of International Business Teachers (Academic Teachers)

95.  Sessional Employment

95.1.  Teaching duties
The sessional teaching rate of pay for the relevant class, as outlined in Schedule 12, shall encompass the following activities:

95.1.1.  preparation of the relevant class, including lesson planning;
95.1.2.  presentation of the relevant class; and,
95.1.3.  marking, arising from the relevant class (where the marking is performed (or could reasonably be performed) in the relevant class).

95.2.  Non-teaching duties
Any duties which the Sessional Academic Teacher is required to perform beyond those outlined in clause 95.1 shall, by prior written agreement with the Supervisor, be paid for separately in the following manner:

95.2.1.  Substantial curriculum projects, exam setting and vetting will be paid at the applicable non-teaching rate set out in Schedule 12. Prior to the commencement of any engagement for this work a Sessional Academic Teacher shall be advised of the number of hours of work associated with the specific task and this amount shall be the payment amount, unless otherwise agreed between the parties.

95.2.2.  Where it can be demonstrated that there is additional marking associated with a particular unit, a Sessional Academic Teacher will be entitled to be paid at the applicable marking rate for the additional marking. The number of hours claimable will be determined by the Supervisor. Non-teaching policy guidelines will be developed over the life of this Agreement in consultation with staff.

95.2.3.  Exam marking including double marking, shall be paid at the applicable rate specified in Schedule 12.

95.2.4.  Moderation tasks shall be paid at the applicable exam marking rate with an additional payment of one hour at the applicable non-teaching hourly rate where a moderation report is required.

95.2.5.  Where a Sessional Academic Teacher is required to conduct:
   a)  student consultations; or,
   b)  student supervision (for example, orientation activities),
this shall be paid at the applicable non-teaching hourly rate specified in Schedule 12.

95.2.6.  All other duties expressly authorised by the Supervisor will be paid at the applicable non-teaching hourly rate specified in Schedule 12. Such duties may include, but are not limited to:
   a)  attendance at meetings; and,
   b)  attendance at professional development and training sessions.

95.3.  Time of payments
The Company shall pay Sessional Academic Teachers on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken.
96. Teaching Hours

96.1. The maximum teaching hours to be worked by full-time Academic Teachers during the teaching year are specified in the following table.

<table>
<thead>
<tr>
<th>Teacher position</th>
<th>Teaching hours per week</th>
<th>Maximum annual teaching hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Average</td>
<td>Maximum</td>
</tr>
<tr>
<td>Academic Teacher</td>
<td>16</td>
<td>18</td>
</tr>
<tr>
<td>Continuing/Fixed-term</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sessional Academic Teacher</td>
<td>-</td>
<td>18</td>
</tr>
</tbody>
</table>

*Teaching hours relates to contact hours and includes regular timetabled hours, replacement teaching, workshops and other additional teaching activities as approved by Supervisor.*

96.1.1. Academic Teachers will have the face to face teaching hours they have already taught in preceding Trimesters of any given year counted for the purposes of determining their upcoming Trimesters' teaching hours and the year’s maximum annual face to face teaching hours able to be allocated.

96.2. Emergency relief teaching procedures

96.2.1. The Company will use its best endeavours to ensure that Teachers providing emergency relief teaching coverage are drawn from the relevant subject area.

96.2.2. Teachers undertaking emergency relief teaching pursuant to this clause shall not be required to undertake marking activities arising from teaching such classes.

96.3. Timetabling of teaching hours

96.3.1. When establishing teaching timetables for Academic Teachers, the Company will use its best endeavours to complete the timetabling for Academic Teachers, engaged on a continuing or fixed-term basis, prior to timetabling Sessional Academic Teachers.

97. Annual Leave Planning

97.1. Academic Teachers will be supported to take four weeks of annual leave per year. The taking of annual leave will be planned so as to minimise the impact of annual leave on the operations of the Company and to support Employees with family and carer responsibilities. Annual leave planning will also support the planning of timetabled teaching arrangements. To this end, all teachers are encouraged to take annual leave during the non-teaching periods throughout the academic year and must lodge a leave plan for the following academic year by the end of November which will be monitored before each Trimester.

98. Leadership / Unit Allowance

98.1. An annual Leadership/Unit allowance will be payable when an Employee undertakes additional leadership responsibilities.

98.2. There will be two (2) levels of Leadership/Unit allowance as outlined in Schedule 11 and the level will be determined based on the following:

98.2.1. Leadership/Unit Allowance 1 - is payable where an Employee teaches an additional unit or leads an additional Employee in a single unit.

98.2.2. Leadership/Unit Allowance 2 - is payable where an Employee teaches more than two (2) units or leads a group of Employees in a single unit.
99. Appointment Criteria

99.1. The Company shall select, appoint and promote Academic Teachers on the basis of ‘best fit’ against published selection criteria for appointment to a vacant position, including skills, relevant experience, key attributes, behaviours and qualifications (best person for the job).

99.2. The Company will appoint Continuing and Fixed-term Academic Teachers to a salary level in accordance with the criteria which appear at Schedule 13 of the Agreement.

100. Professional Learning for Academic Teachers

100.1. Professional development for Academic Teachers will be supported in accordance with the Professional Development objectives outlined in clause 18.

100.2. Academic Teachers will participate in at least five (5) days of planned professional learning per year.

101. Professional Responsibility and Autonomy

101.1. It is a general expectation that Academic Teachers will work on-site and be available to meet all their work requirements including activities such as timetabled teaching, out-of-class student consultations, team and staff meetings and professional learning that might occur within project work or team collaborative settings.

101.2. It is recognised that some teaching related activities can be more effectively and efficiently carried out off-site from time to time and this characteristic of the teaching profession is acknowledged. Teaching staff may therefore request to work off-site (e.g. in times of intensive marking or to conduct approved teaching related activities).

101.3. Employees are expected to seek prior approval from their manager before working off-site. When considering requests, the manager will take into account whether there is any requirement for the Employee to be on-site and communicate this requirement to the Employee making the request.

101.4. If approval is granted from the manager to work off-site, the Employee shall notify relevant colleagues via email that they will be working away from the office.

101.5. In the event that an individual or group of individuals believe that the professional flexibility to work off-site is consistently not being granted, they should firstly raise their concerns directly with their manager for resolution. If the concerns are not able to be resolved then the matter may be escalated for resolution using the Grievance procedure in the Agreement.

102. Curriculum Development and Staff Support

102.1. Part of the role of an Academic Teacher is to participate, to varying degrees, in the development of curriculum, teaching and assessment materials and other teaching related resources for common use by all Academic Teachers.

102.2. These activities may include, but are not limited to, the following:

102.2.1. development of assessment kits and examinations;
102.2.2. course revision;
102.2.3. course development;
102.2.4. marking and moderation of exam papers;
102.2.5. other development and/ or maintenance of teaching resources as required; and,
102.2.6. providing staff support.
102.3. Academic Teachers will undertake development and/or maintenance of curriculum, teaching and assessment materials as the need arises. These tasks can be directed by the teacher’s Supervisor or initiated by the teacher and mutually agreed. The level of involvement in these activities may necessitate time release from face-to-face contact to enable major curriculum development projects or staff supervision to occur and this will be determined on an individual basis by negotiation between the parties.
Schedules
## Schedule 1  Salary Rates – General Staff

<table>
<thead>
<tr>
<th>General Staff Classification</th>
<th>1 Sep 13 Already paid 1.50%</th>
<th>1 Jul 14 Already paid 3.25%</th>
<th>1 Jul 15 3.25%</th>
<th>1 Jul 16 3.25%</th>
<th>1 Jul 17 3.25%</th>
<th>1 Jul 18 3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3</td>
<td>$55,370 - $60,907</td>
<td>$57,170 - $62,887</td>
<td>$59,028 - $64,930</td>
<td>$60,946 - $67,041</td>
<td>$62,927 - $69,219</td>
<td>$64,972 - $71,469</td>
</tr>
<tr>
<td>Level 4</td>
<td>$62,123 - $68,337</td>
<td>$64,142 - $70,558</td>
<td>$66,227 - $72,851</td>
<td>$68,379 - $75,219</td>
<td>$70,601 - $77,663</td>
<td>$72,896 - $80,187</td>
</tr>
<tr>
<td>Level 5</td>
<td>$69,551 - $79,984</td>
<td>$71,811 - $82,584</td>
<td>$74,145 - $85,267</td>
<td>$76,555 - $88,039</td>
<td>$79,043 - $90,900</td>
<td>$81,612 - $93,854</td>
</tr>
<tr>
<td>Level 6</td>
<td>$81,607 - $93,848</td>
<td>$84,259 - $96,898</td>
<td>$86,998 - $100,047</td>
<td>$89,825 - $103,299</td>
<td>$92,744 - $106,656</td>
<td>$95,759 - $110,122</td>
</tr>
<tr>
<td>Level 7</td>
<td>$95,467 - $109,791</td>
<td>$98,570 - $113,359</td>
<td>$101,773 - $117,043</td>
<td>$105,081 - $120,847</td>
<td>$108,496 - $124,774</td>
<td>$112,022 - $128,829</td>
</tr>
</tbody>
</table>

### Casual Rates

<table>
<thead>
<tr>
<th>Level</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$27.95 - $28.86</td>
</tr>
<tr>
<td>Level 2</td>
<td>$31.88 - $32.92</td>
</tr>
<tr>
<td>Level 3</td>
<td>$36.72 - $37.91</td>
</tr>
<tr>
<td>Level 4</td>
<td>$41.20 - $42.54</td>
</tr>
<tr>
<td>Level 5</td>
<td>$46.12 - $47.62</td>
</tr>
<tr>
<td>Level 6</td>
<td>$54.11 - $55.87</td>
</tr>
<tr>
<td>Level 7</td>
<td>$63.33 - $65.39</td>
</tr>
</tbody>
</table>
## Training Level or Qualifications

<table>
<thead>
<tr>
<th>Level</th>
<th>Training Level or Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>- No formal qualification or work experience</td>
</tr>
</tbody>
</table>
| 2     | - Completion of Year 12 secondary education or equivalent, plus some work experience in a structured environment, preferably office or similar; or  
      |   - Equivalent work experience |
| 3     | - Completion or progress towards completion of a post-secondary qualification (e.g. certificate,) or equivalent, plus some work experience in a structured environment, preferably office or similar; or  
      |   - Equivalent work experience  
      |   - Information technology positions require some relevant post secondary education or training, plus relevant work experience  
      |   - Some roles may have limited work experience but higher technical qualification levels |
| 4     | - Completion or progress towards completion of a post-secondary qualification (e.g. certificate, associate diploma, diploma) or equivalent, plus relevant work experience; or  
      |   - Graduate; or  
      |   - Equivalent relevant work experience  
      |   - Information technology positions require some relevant post secondary education or training, plus relevant work experience |
| 5     | - Completion or progress towards completion of a post-secondary qualification (e.g. certificate, associate diploma, diploma) or equivalent, plus significant relevant work experience in the functional area and/or in supervision/management; or  
      |   - Graduate plus some relevant work experience in the functional area and/or in supervision/management; or  
      |   - Equivalent relevant work experience in the functional area and/or in supervision/management  
      |   - Information technology positions require completion of relevant post secondary education or training, plus relevant work experience in the functional area and/or in supervision/management |
### Level of Supervision

<table>
<thead>
<tr>
<th>Level</th>
<th>Level of Supervision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Type of direction</td>
<td>Very regular, complete</td>
</tr>
<tr>
<td>Content of direction</td>
<td>Tasks, work methods, timelines, priorities, work standards, sequence of tasks</td>
</tr>
<tr>
<td>Checking/approval of work</td>
<td>Regularly</td>
</tr>
<tr>
<td>Monitoring work quality</td>
<td>Regularly</td>
</tr>
<tr>
<td>Problem resolution</td>
<td>Most work problems referred to supervisor</td>
</tr>
<tr>
<td>Supervision of staff</td>
<td>No direct supervision</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Type of direction</td>
<td>Regular, comprehensive</td>
</tr>
<tr>
<td>Content of direction</td>
<td>Tasks, work methods, timelines, priorities, work standards</td>
</tr>
<tr>
<td>Checking/approval of work</td>
<td>Regularly for designated complex tasks; Intermittently or by exception for routine tasks</td>
</tr>
<tr>
<td>Monitoring work quality</td>
<td>Regularly</td>
</tr>
</tbody>
</table>

6. A degree or equivalent plus extensive relevant work experience in the functional area;  
   Plus  
   Demonstrated relevant experience in managing people, programs, projects and/or functions

7. A degree or equivalent plus extensive relevant work experience in the functional area; or  
   Completion of, or progress towards a postgraduate qualification or equivalent, plus sound relevant work experience in the functional area;  
   Plus  
   Demonstrated extensive experience in managing people, programs, projects and/or functions
## Problem resolution
- Refers anything beyond established procedures/precedents to supervisor for direction or resolution

## Supervision of staff
- No direct supervision

### 3

<table>
<thead>
<tr>
<th>Type of direction</th>
<th>General, mostly when new tasks are given</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content of direction</td>
<td>Tasks, work methods, timelines, priorities, work standards</td>
</tr>
<tr>
<td></td>
<td>Some latitude to vary work sequence</td>
</tr>
<tr>
<td></td>
<td>Requirement to determine own work program within established priorities</td>
</tr>
<tr>
<td>Checking/approval of work</td>
<td>Intermittently or by exception in relation to complex new tasks only</td>
</tr>
<tr>
<td>Monitoring work quality</td>
<td>Intermittently; typically when a task or tasks fall outside of the usual day to day; where a sensitive issue is being addressed; or where there is an adaptation to the policies/guidelines required to address an issue/task</td>
</tr>
<tr>
<td>Problem resolution</td>
<td>Routine, familiar work problems (no implications beyond work area) can be resolved, but supervisor is usually informed</td>
</tr>
<tr>
<td></td>
<td>Position should alert others about problem areas and provide information to assist in corrective action</td>
</tr>
<tr>
<td>Supervision of staff</td>
<td>May instruct casual, temporary or new staff in specified task; may participate in induction of new staff</td>
</tr>
</tbody>
</table>

### 4

<table>
<thead>
<tr>
<th>Type of direction</th>
<th>General; a level of independence exercised in some work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content of direction</td>
<td>Work outputs or outcomes, timelines, priorities</td>
</tr>
<tr>
<td></td>
<td>Occupants must plan and organise own work within established procedures to meet objectives</td>
</tr>
<tr>
<td></td>
<td>Some independence in achieving prescribed goals</td>
</tr>
<tr>
<td>Checking/approval of work</td>
<td>Rarely for routine work – by exception for the most complex work</td>
</tr>
<tr>
<td>Monitoring work quality</td>
<td>Quality of outputs or outcomes reviewed generally at completion or during performance reviews</td>
</tr>
<tr>
<td></td>
<td>Occupants responsible for adherence to work standards and established procedures</td>
</tr>
<tr>
<td></td>
<td>Some independence around modifying, enhancing or redefining operational tasks</td>
</tr>
</tbody>
</table>
## Problem resolution
- Routine, familiar work problems (no implications beyond work area) are resolved without reference to supervisor.
- Occupants must identify complex problems not covered by established procedures/precedent and seek supervisor’s advice and guidance or intervention in order to resolve them.
- Position requires the capacity to understand specific client needs or technical requirements in order to apply skills to assess risk, measure compliance with policies/standards.
- Requires interpretation and application of guidelines, procedures, policies to specific events/activities.

## Supervision of staff
- Instruction of casual, temporary or new staff in specified tasks; participation in induction of new staff.

<table>
<thead>
<tr>
<th>5</th>
<th>Type of direction</th>
<th>General; a level of independence exercised in most work</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Content of direction</td>
<td>Broad work outputs or outcomes, broad timelines, key priorities and projects are set in accordance with divisional objectives. Occupants independently plan and organise work of self and (where relevant) team, and select from a range of known alternatives the most appropriate methods of achieving objectives.</td>
</tr>
<tr>
<td>5</td>
<td>Checking/approval of work</td>
<td>Only where required (e.g. for work which requires signature of authorised delegate).</td>
</tr>
<tr>
<td>5</td>
<td>Monitoring work quality</td>
<td>Occupants are responsible for the quality of their work output. Routine work is not regularly required to be reviewed by senior levels. Where responsible for a team, accountable for reviewing the quality of their output.</td>
</tr>
<tr>
<td>6</td>
<td>Type of direction</td>
<td>Minimal; a high level of independence to be exercised in most work</td>
</tr>
</tbody>
</table>

| 6 | Problem resolution | Occupants expected to resolve most work problems for self and team. Must identify where supervisor should be consulted or informed (e.g. new, very complex and/or sensitive issues; issues involving external commitments or significant expenditure) and ensure this occurs. |
| 6 | Supervision of staff | Yes; may be responsible for small team – must plan, coordinate, check and monitor team’s work. Occupant’s supervisor has overall responsibility for the performance management, development and motivation of the larger team. |
## Content of direction

- Broad work outcomes, key timelines and priorities are established in accordance with departmental and business strategic goals
- Occupants must determine how objectives are to be met – generally from established precedents and processes but may use initiative to vary established operational procedures, or suggest new methods for achieving objectives

## Checking/approval of work

- Only where required (e.g. for work which requires signature of authorised delegate)

## Monitoring work quality

- Work will generally only be reviewed by senior positions if the output has potential significant impact (within or outside of business unit)
- Occupants responsible for quality of self and (where relevant) team

## Problem resolution

- Occupants are expected to resolve most work problems for self and team
- Where supervisor must be informed or involved, occupants are expected to analyse the problem and recommend solutions

## Supervision of staff

- Yes; occupants are responsible for staff development, performance management and team motivation

<table>
<thead>
<tr>
<th>Type of direction</th>
<th>Minimal; occupants operate independently</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content of direction</td>
<td>Broad outcomes and/or objectives are defined – occupants may participate in their definition with the supervisor; Timelines and priorities are often discussed and negotiated with supervisor; occupants have independence to choose or develop methods of achieving objectives within the organisation’s overall policy and operational framework Positions are expected to provide input into business unit direction and strategic objectives which align to business goals</td>
</tr>
<tr>
<td>Checking/approval of work</td>
<td>Only where required (e.g. for work which requires signature of authorised delegate)</td>
</tr>
<tr>
<td>Monitoring work quality</td>
<td>Broad review of overall quality of outcomes during performance reviews Occupants responsible for quality of work of self and (where relevant) team</td>
</tr>
<tr>
<td>Problem resolution</td>
<td>Occupants resolve work problems for self and team Occupants are expected to analyse the problem, recommend solutions and inform supervisor</td>
</tr>
<tr>
<td>Supervision of staff</td>
<td>Yes; team may be larger than at lower levels and may include several different functions/sub teams/projects, and/or a wide range of complex subject areas, which must be integrated May have subordinate supervisors reporting Occupants are responsible for staff development, performance management and team motivation</td>
</tr>
</tbody>
</table>
### Task Level

<table>
<thead>
<tr>
<th>Level</th>
<th>Task Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Range of tasks/functions</td>
</tr>
<tr>
<td></td>
<td>Complexity</td>
</tr>
<tr>
<td></td>
<td>Existence of guidelines</td>
</tr>
<tr>
<td></td>
<td>Information/advice provided</td>
</tr>
<tr>
<td></td>
<td>Budgets</td>
</tr>
<tr>
<td></td>
<td>Input to process improvements</td>
</tr>
<tr>
<td></td>
<td>Input to policy development</td>
</tr>
</tbody>
</table>

| 2 | Range of tasks/functions | Routine, recurring, familiar; Tasks are usually within a single subject area |
|   | Complexity | Straightforward; either clear process or response, or limited choice and clear criteria for choice |
|   | Existence of guidelines | Established procedures cover all work at this level |
|   | Information/advice provided | Provide basic information and/or advice to supervisor and/or stakeholders |
|   | Budgets | N/A |
|   | Input to process improvements | Input may be requested and it is provided under direction; Primarily by providing examples of problems encountered, and/or by testing new processes |
|   | Input to policy development | N/A |
### Range of tasks/functions

- Generally routine, may cover several subject areas
- Performance of a group of integrated tasks within a single activity
- Tasks are often applied to a narrow sequence of events

### Complexity

- Occupants may encounter exceptions to established guidelines, procedures and precedents, and refer these to supervisor
- There is a common theme to the projects, problems, client groups, processes, case work and how work is delivered

### Existence of guidelines

- Well defined and limited number of methods, techniques or processes from which choices can be made
- Established guidelines, procedures and precedents cover all work at this level
- Occupants may be required to know several, related sets of guidelines and precedents, and be able to integrate these

### Information/advice provided

- Factual information which may cover a range of subjects
- Sound interpretation of rules, verifiable by reference to guidelines
- Referral to other services or organisations

### Budgets

- N/A

### Input to process improvements

- Input expected; primarily by providing examples of problems encountered, and/or by testing new processes
- Suggestions about how processes may be improved may be sought from this level

### Input to policy development

- N/A

---

### Range of tasks/functions

- Routine, plus regular requirement to identify cases which may fall outside established guidelines and/or undertake tasks which have multiple components
- Positions at this level will usually be restricted to a clearly defined activity and may include a diverse range of related tasks

### Complexity

- Regular requirement to interpret situations, identify the problem or issue, and select the appropriate response or course of action from a number of known alternatives
- Typically there is a common theme to the projects, problems, client groups, processes, casework and how it is delivered
- Application of professional standards, education and training, established procedures and recognised techniques would occur
### Existence of guidelines
- Established guidelines, procedures and precedents cover most work at this level
- Some problems may fall outside these parameters and occupants seek assistance from the supervisor in handling these
- A range of varied techniques, systems, methods or processes is available to assess the situation, develop a plan and perform the work

### Information/advice provided
- May provide reliable guidance, opinions or suggestions in addition to factual information/interpretations based on experience and within established guidelines and precedents

### Budgets
- N/A

### Input to process improvements
- Input expected; occupants may modify, enhance or redefine products or operations practice within policy or regulatory guidelines, with instruction and authorisation from supervisor
- Occupants expected to make regular suggestions about how processes can be improved – either ad hoc to supervisor or as part of structured process improvement projects
- Shared responsibility for improving the delivery of service, product or information by proactively reviewing and identifying service standards, timelines, priorities, targets, and the most appropriate operational procedure/s

### Input to policy development
- May be required to review and provide feedback and/or information to support policy development/maintenance as required

### Range of tasks/functions
- Wide range of tasks or situations
- May have supervisory responsibilities
- Positions are closely focused on one activity, or are a technical/professional specialist focused on a sub-discipline

### Complexity
- Positions often encounter complex, sensitive or new issues or problems
- The majority of these are resolved by application or minor adaptation of established procedures and precedents
- Complexity may be added by need to resolve problems within small team (if supervising staff)

### Existence of guidelines
- Established guidelines, procedures and precedents can be applied or adapted in minor ways to cover most work situations
- Where issues fall outside these parameters, occupants will consult with supervisor and recommend solutions
| Information/advice provided | • May provide advice or recommendations where the issue is sensitive and/or complex and the implications are significant for the recipient  
• Such advice is usually grounded in known precedent, but may involve some interpretation to fit the particular circumstances faced  
• Recognised as a sound source of information and advice in the work area or function, but may not be the only source  
• Expected to provide sound advice and recommendations which influence decisions made by others  
• Advice is provided in accordance with policy guidelines and professional standards  |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgets</td>
<td>• May receive budget information for own work unit</td>
</tr>
<tr>
<td>Input to process improvements</td>
<td>• Regular input; expected to recognise and analyse deficiencies and make recommendations</td>
</tr>
<tr>
<td>Input to policy development</td>
<td>• May be expected to have input to policy review and development, and may make recommendations</td>
</tr>
</tbody>
</table>

| Range of tasks/functions | • Broad range, covering varied subject areas or a specialist/technical/professional focus  
• May have supervisory responsibility and will usually have resource planning and management responsibility (program, project and/or staff)  |
|---|---|
| Complexity | • May work across team or function to resolve complex and/or sensitive issues  
• Manage work of self and/or team to meet objectives  
• May plan, manage and execute complex projects in specialised areas  |
| Existence of guidelines | • Regular requirement to adapt established guidelines and procedures, and to apply standard techniques in innovative ways to resolve problems and achieve work objectives  |
| Information/advice provided | • Recommendations often provided to peers and managers in own and external organisations  
• Advice is often sought due to experience and recognised breadth of knowledge  
• Could have a regular requirement to engage with stakeholders on sensitive issues requiring tact and diplomacy  
• Expected to provide sound advice and recommendations which influence decisions made by others  
• Advice is provided in accordance with policy guidelines and professional standards  |
| Budgets | • May have input to the formulation of the relevant budget and will usually be responsible for ongoing budget management  |
## Input to process improvements
- Regular input; may suggest process improvement and may take responsibility for specific process improvement projects
- May be required to develop or overhaul operational methods or specific operational policies, practices and standards

## Input to policy development
- Expected to participate in relevant policy development, be aware of, and sometimes participate in, business planning at wider unit level

<table>
<thead>
<tr>
<th>Range of tasks/functions</th>
<th>Very broad, positions incorporate many of the activities that comprise a complete function in the organisation, or are professional positions performing across multiple functions</th>
<th>May have supervisory responsibility and will have significant resource planning and management responsibility (program, project and/or staff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complexity</td>
<td>Require integration of a number of functional areas, or in-depth handling of complex specialised function or project(s)</td>
<td>Manage complex work undertaken by subordinates or project team members</td>
</tr>
<tr>
<td>Existence of guidelines</td>
<td>In addition to adapting existing procedures and systems to deal with complex or unusual situations, positions at this level apply creativity in the application of theories, techniques and precedents to new circumstances</td>
<td></td>
</tr>
<tr>
<td>Information/advice provided</td>
<td>Recommendations often provided to peers and managers in Monash College and external organisations</td>
<td>Advice is often sought due to experience and recognised breadth of knowledge</td>
</tr>
<tr>
<td>Data/advise point</td>
<td>Recognised reference point within the work area, and often externally</td>
<td></td>
</tr>
<tr>
<td>Budgets</td>
<td>Usually accountable for the formulation and management of the immediate work unit’s budget</td>
<td>Amount of discretionary expenditure is higher than at lower levels</td>
</tr>
<tr>
<td>Input to process improvements</td>
<td>Responsible for process improvement within area</td>
<td></td>
</tr>
<tr>
<td>Input to policy development</td>
<td>Positions may be responsible for policy development – including identifying policy needs, proposing policy options, making recommendations</td>
<td>Usually participates in the business planning process for the wider work area</td>
</tr>
</tbody>
</table>
## Organisational Knowledge

<table>
<thead>
<tr>
<th>Level</th>
<th>Organisational Knowledge</th>
</tr>
</thead>
</table>
| 1     | Whole organisation (structure, operations and services) | Not necessary  
|       | Work unit (structure, operations and services) | Broad familiarity  
|       | Procedures and operations | Only those related to own work area  
|       | Knowledge of policy | A general awareness to perform work tasks and key workplace obligations  
|       | Understanding of external impacts | A general awareness of external impacts relevant to area of work  
|       | Contacts and networks | Within immediate work area only  
|       | Customer Service and cultural diversity | Ability to follow directions about how customers and students are to be addressed  
| 2     | Whole organisation (structure, operations and services) | Broad knowledge  
|       | Work unit (structure, operations and services) | Good knowledge  
|       | Procedures and operations | Good knowledge of those required for the tasks allocated  
|       | Knowledge of policy | A general awareness to perform work tasks and key workplace obligations  
|       | Understanding of external impacts | A general awareness of external impacts relevant to area of work  
|       | Contacts and networks | May occasionally be required beyond immediate work area  
|       | Customer Service and cultural diversity | Broad awareness and appreciation of customer needs and cultural sensitivities |
| 3 | Whole organisation (structure, operations and services) | • General understanding of the nature of the business and an understanding of how their role contributes to organisational structures, products and business goals |
|   | Work unit (structure, operations and services) | • General knowledge of business unit structure, operations and services and team roles and responsibilities  
• An understanding of how the work unit contributes to the success of the business |
|   | Procedures and operations | • Require the knowledge and skills to understand and apply technology, work practices and work flow in the area |
|   | Knowledge of policy | • Understanding of policy underlying the procedures used within their area of work  
• Knowledge of the methods, techniques and processes which may be used in completing work |
|   | Understanding of external impacts | • Knowledge of operational relationships between immediate work area and other work areas including Monash University |
|   | Contacts and networks | • Routine contact with counterparts and peers in other work units and/or externally |
|   | Customer Service and cultural diversity | • Understanding of basic principles and requirements of customer needs and cultural sensitivities |

| 4 | Whole organisation (structure, operations and services) | • Sound knowledge of the nature of the business and a clear understanding of how their role is aligned to business goals.  
• Demonstrated knowledge of organisational units and products |
|   | Work unit (structure, operations and services) | • Sound knowledge and understanding of business unit structure, operations and services and team roles and responsibilities  
• Detailed understanding of how the work unit activities contribute to the overall success of the business |
<p>|   | Procedures and operations | • Detailed knowledge of rules, regulations or technical concepts or procedures is required within immediate work area, including precedent and exceptional cases |
|   | Knowledge of policy | • Awareness of the policy basis of established procedures may be required |
|   | Understanding of external impacts | • Knowledge of operational relationships between immediate work area and other work areas, and broad knowledge of the functions and operations of other work units, including Monash University |</p>
<table>
<thead>
<tr>
<th>Contacts and networks</th>
<th>• Regular contact with colleagues and peers in other work units and/or externally</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service and cultural diversity</td>
<td>• Understanding of general principles and requirements of customer needs and cultural sensitivities</td>
</tr>
</tbody>
</table>
| Whole organisation (structure, operations and services) | • Sound knowledge and understanding of the nature of the business and a clear understanding of how their role is aligned to business goals  
• Understand, analyse and interpret how the organisation is structured and operates, key policies, precedents and practices that reflect the fundamental principles of the organisation |
| Work unit (structure, operations and services) | • Sound understanding, sufficient to enable occupant to represent the area effectively to customers and external contacts in standard and familiar situations  
• Professionals at this level would be regarded as competent practitioners operating individually or as part of a team/work group |
| Procedures and operations | • Extensive understanding, including precedent and exceptional cases;  
• Knowledge of rules, regulations or technical concepts or procedures required on a regular basis |
| Knowledge of policy | • Broad knowledge of policy underlying regular work is often required |
| Understanding of external impacts | • Knowledge and understanding of operational relationships between immediate work area and other work areas, and good knowledge of the functions and operations of other work units, including Monash University |
| Contacts and networks | • Knowledge of and regular interaction with appropriate operational peers and contacts in related internal and external work units |
| Customer Service and cultural diversity | • Knowledge and understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach staff in this area |
| Whole organisation (structure, operations and services) | • Knowledge of long term goals of broader organisation, its culture and mission and the legal, commercial and political context in which it operates is required |
| Work unit (structure, operations and services) | • In depth understanding, sufficient to enable the occupant to represent the area effectively to customers and external contacts  
• Specialist knowledge and required to provide advice to others who have a sound knowledge of the general discipline or where the supervisor's focus is on management rather than technical issues |
| Procedures and operations | • Extensive knowledge and understanding, including precedent and exceptional cases  
• Knowledge of rules, regulations or technical concepts or procedures required on a regular basis  
• Positions at this level could be the recognised reference point for others in relation to policy, precedent, best practice, standards or problem resolution |
| Knowledge of policy | • In depth understanding of relevant academic or administrative policies and the relationship between policy and operations and the implications of policy and operational decisions  
• May be the point of contact for others for policy advice |
| Understanding of external impacts | • In depth understanding of the impact of the work unit on other areas of the organisation and on external organisations such as the University |
| Contacts and networks | • Responsible for building and maintaining effective relationships with relevant work areas, organisations and individuals in order to achieve work objectives  
• Actively influences others in the achievement of specific set objectives |
| Customer Service and cultural diversity | • Good understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach and lead staff in this area |

| Whole organisation (structure, operations and services) | • In depth understanding of long term goals of wider organisation, its culture and mission and the legal and political context in which it operates is required |
| Work unit (structure, operations and services) | • In depth knowledge of work unit, sufficient to enable the occupant to represent the area effectively to customers and external contacts  
• Specialist knowledge required to provide advice to others who have a sound knowledge of the general discipline or where the supervisor’s focus is on management rather than technical issues  
• Point of contact for work unit information and advice |
| Procedures and operations | • Specialist understanding of a wider range of subject areas than at lower levels, including precedent and exceptional cases  
• Together with knowledge of rules, regulations or technical concepts or procedures covering complex fields and/or multiple functions or subjects  
• Positions at this level could be the recognised reference point for others in relation to procedures, precedent, best practice, standards or problem resolution |
<p>| Knowledge of policy | • In depth understanding across a wide range of functions and/or subject areas, of relevant academic and/or administrative policies, the inter relationship between policy and operations, and the implications of policy and operational decisions |</p>
<table>
<thead>
<tr>
<th>Understanding of external impacts</th>
<th>May be recognised as the point of contact for others in relation to policy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Strategic and in depth understanding of the impact of the work unit on other areas of the organisation and on external organisations such as the University</td>
</tr>
<tr>
<td>Contacts and networks</td>
<td>Often required to establish and maintain extensive networks both within and external to the organisation</td>
</tr>
<tr>
<td></td>
<td>Often required to represent the organisation in significant external operation at forums and situations</td>
</tr>
<tr>
<td></td>
<td>Actively influences others in the achievement of specific set objectives</td>
</tr>
<tr>
<td></td>
<td>Require the ability to lead and motivate others to cooperate in resolving conflict over priorities, the use of resources, management/administrative decisions, professional and/or technical concepts, techniques and processes</td>
</tr>
<tr>
<td></td>
<td>Negotiate, resolve conflict and/or drive change involving a broad range of issues which may involve large scale impact and longer term implications</td>
</tr>
<tr>
<td>Customer Service and cultural diversity</td>
<td>In depth understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach and lead staff in this area.</td>
</tr>
</tbody>
</table>
## Judgement, Independence and Problem Solving

<table>
<thead>
<tr>
<th>Level</th>
<th>Judgement, Independence and Problem Solving</th>
</tr>
</thead>
</table>
| 1     | Judgement, reasoning, intellectual input required  
|       | • Follow directions, understand straightforward systems and work processes  
| Extent of decision making | • Limited to identifying task problems and alerting supervisor to any unusual elements  
| Impact of decisions | • Limited to immediate task area |
| 2     | Judgement, reasoning, intellectual input required  
|       | • Refer to established procedures and guidelines  
| Extent of decision making | • Choice from limited number of known alternatives;  
|       | • Guidance readily available  
| Impact of decisions | • Decisions impact own work |
| 3     | Judgement, reasoning, intellectual input required  
|       | • Judgement and input in to work situations are governed by precedent, rules, guidelines, procedures and/or instruction, which must be understood to be able to discern between alternative courses of action  
| Extent of decision making | • Choices made from limited number of straightforward alternatives  
|       | • Resolve simple work problems; refer exceptions to supervisor; vary own work sequence  
|       | • Position can vary the number of tasks in the work plan process and resolve simple work problems, referring exceptions to supervisor  
|       | • Clear definition of the required outcome  
| Impact of decisions | • Decisions impact own work |
| 4     | Judgement, reasoning, intellectual input required  
|       | • Formulate and provide reliable interpretations and advice from among known alternatives that are governed by precedent, rules, guidelines, procedures and/or instruction, which must be understood to be able to discern between alternative courses of action |
| Extent of decision making | • Plan and organise own work  
• Resolve work problems within own area of expertise and experience; consult with supervisor in relation to more complex problems  
• Some independence exists in achieving prescribed goals, setting targets and operational standards  
• Positions are expected to understand and respond to stakeholder needs, explain products/services, monitor and report performance/trends and follow a course of action in line with established practice |
|---|---|
| Impact of decisions | • Decisions generally impact only own work  
• Advice may be relied upon by stakeholders |

| Judgement, reasoning, intellectual input required | • Understand work objectives and monitor workload  
• Plan and organise resources to meet peaks and troughs of workload  
• Identify and resolve most work problems for self (and where relevant team)  
• Regular requirement for some adaptation to techniques or processes that affect the way work is organised  
• May be required to review and adapt to work situations, most situations are governed by precedent, rules, guidelines, procedures and/or instruction; occasionally there may be an imprecise range of options or a solution may require a certain amount of inventiveness from the incumbent |
|---|---|
| Extent of decision making | • Planning and organising the work of immediate team  
• Application or minor adaptation of established procedures and precedents to resolve wide range of problems and issues  
• Provide advice and recommendations  
• Recommend and implement changes and adaptation which improve effectiveness or efficiency of processes, and/or enhance outcomes  
• Adapt established guidelines, prescriptions or techniques that affect the way work is performed |
| Impact of decisions | • Decisions impact own work, that of the team and key stakeholders  
• Advice is usually relied upon by stakeholder |

| Judgement, reasoning, intellectual input required | • Management of complex and/or sensitive functions, teams or projects where problem solving is a significant element  
• Problems may present as vague or lack in definition, often with many influences or interests  
• Substantial discretion to innovate within own function |
|---|---|
| Extent of decision making | • Planning and organising the work of immediate team  
• Application or minor adaptation of established procedures and precedents to resolve wide range of problems and issues  
• Provide advice and recommendations  
• Recommend and implement changes and adaptation which improve effectiveness or efficiency of processes, and/or enhance outcomes  
• Adapt established guidelines, prescriptions or techniques that affect the way work is performed |
| Impact of decisions | • Decisions impact own work, that of the team and key stakeholders  
• Advice is usually relied upon by stakeholder |
### Extent of decision making

- Management of teams, functions and/or projects to meet outcome objectives
- Make recommendations to peers and managers in own and external organisations
- Input in to and working within approved budget. Financial approvals may be required at this level
- Problem resolution is a frequent requirement and solved within the existing body of knowledge and experience
- A variety of alternatives must be analysed before choices can be made.

### Impact of decisions

- Decisions may impact own work, work of team and internal and external stakeholders;
- Advice and recommendations relied on by internal and external stakeholders

### Judgement, reasoning, intellectual input required

- Occupants span a range of activities and projects in a complex environment where innovative approaches are required
- Work demands the conceptualisation, identification and development of ideas

### Extent of decision making

- Management of teams, functions and/or projects to meet outcome objectives and strategic goals
- Make recommendations to peers, managers and internal and external stakeholders
- Input in to and working within approved budget. Financial approvals may be required at this level
- Problem resolution is a frequent requirement and innovative solutions aligned to the Company’s strategic objectives may be required.
- A variety of alternatives must be analysed before choices can be made

### Impact of decisions

- Decisions may impact outside work area
- Occupants are regarded as trusted advisors to internal and external stakeholders
- Modification and development of guidelines, methods and policies by occupants may affect the work performance by others and/or the position itself.
## Schedule 3  Salary Rates – Diplomas Teachers

<table>
<thead>
<tr>
<th>Diploma Teachers</th>
<th>1 Sep 13 Already paid</th>
<th>1 Jul 14 Already paid</th>
<th>1 Jul 15 3.25%</th>
<th>1 Jul 16 3.25%</th>
<th>1 Jul 17 3.25%</th>
<th>1 Jul 18 3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$61,900</td>
<td>$63,912</td>
<td>$65,989</td>
<td>$68,134</td>
<td>$70,348</td>
<td>$72,634</td>
</tr>
<tr>
<td>Level 2</td>
<td>$65,276</td>
<td>$67,862</td>
<td>$70,068</td>
<td>$72,345</td>
<td>$74,696</td>
<td>$77,124</td>
</tr>
<tr>
<td>Level 3</td>
<td>$69,550</td>
<td>$71,810</td>
<td>$74,144</td>
<td>$76,554</td>
<td>$79,042</td>
<td>$81,611</td>
</tr>
<tr>
<td>Level 4</td>
<td>$73,378</td>
<td>$75,763</td>
<td>$78,226</td>
<td>$80,768</td>
<td>$83,393</td>
<td>$86,103</td>
</tr>
<tr>
<td>Level 5</td>
<td>$77,201</td>
<td>$79,710</td>
<td>$82,301</td>
<td>$84,975</td>
<td>$87,737</td>
<td>$90,588</td>
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<tr>
<td>Level 6</td>
<td>$81,028</td>
<td>$83,662</td>
<td>$86,381</td>
<td>$89,188</td>
<td>$92,087</td>
<td>$95,080</td>
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<tr>
<td>Level 7</td>
<td>$84,853</td>
<td>$87,611</td>
<td>$90,458</td>
<td>$93,398</td>
<td>$96,433</td>
<td>$99,567</td>
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<tr>
<td>Level 8</td>
<td>$88,683</td>
<td>$91,565</td>
<td>$94,541</td>
<td>$97,613</td>
<td>$100,786</td>
<td>$104,061</td>
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<tr>
<td>Subject Coordinator</td>
<td>$97,829</td>
<td>$101,008</td>
<td>$104,291</td>
<td>$107,680</td>
<td>$111,180</td>
<td>$114,793</td>
</tr>
<tr>
<td>Team Leader</td>
<td>$100,757</td>
<td>$104,032*</td>
<td>$111,936</td>
<td>$115,574</td>
<td>$119,330</td>
<td>$123,208</td>
</tr>
<tr>
<td>Academic Manager</td>
<td>$107,810</td>
<td>$111,314</td>
<td>$114,932</td>
<td>$118,667</td>
<td>$122,524</td>
<td>$126,506</td>
</tr>
<tr>
<td>Unit leadership Allowance^</td>
<td>$1,404</td>
<td>$1,450</td>
<td>$2,000**</td>
<td>$2,065</td>
<td>$2,132</td>
<td>$2,201</td>
</tr>
</tbody>
</table>

### Sessional rates

<table>
<thead>
<tr>
<th>Sessional rates</th>
<th>1 Sep 13</th>
<th>1 Jul 14</th>
<th>1 Jul 15</th>
<th>1 Jul 16</th>
<th>1 Jul 17</th>
<th>1 Jul 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (up to 25 students)</td>
<td>$90.27</td>
<td>$93.20</td>
<td>$96.23</td>
<td>$99.36</td>
<td>$102.59</td>
<td>$105.92</td>
</tr>
<tr>
<td>Tutorial (3 years or more)+</td>
<td>$92.98</td>
<td>$96.00</td>
<td>$99.12</td>
<td>$102.34</td>
<td>$106.66</td>
<td>$109.10</td>
</tr>
<tr>
<td>Lecture (26 or more students)+</td>
<td>$135.39</td>
<td>$139.79</td>
<td>$144.33</td>
<td>$149.02</td>
<td>$153.87</td>
<td>$158.87</td>
</tr>
<tr>
<td>Lecture (3 years or more)+</td>
<td>$139.45</td>
<td>$143.98</td>
<td>$148.66</td>
<td>$153.49</td>
<td>$158.48</td>
<td>$163.63</td>
</tr>
<tr>
<td>Non-teaching A</td>
<td>$67.66</td>
<td>$69.86</td>
<td>$72.13</td>
<td>$74.47</td>
<td>$76.89</td>
<td>$79.39</td>
</tr>
<tr>
<td>Non-teaching B</td>
<td>$44.96</td>
<td>$46.42</td>
<td>$47.93</td>
<td>$49.49</td>
<td>$51.10</td>
<td>$52.76</td>
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<tr>
<td>Exam Marking</td>
<td>$17.07</td>
<td>$17.63</td>
<td>$18.20</td>
<td>$18.79</td>
<td>$19.40</td>
<td>$20.03</td>
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</table>

*Team Leader rate adjusted to $108,413 from 13/2/15 to recognise work value and responsibility of the role

**Unit Leadership allowance has been adjusted and the new rate will be payable from the commencement of the first full pay period on or after the operative date of the Agreement

^Allowance is per unit per annum. Unit Leadership is capped at 3 units per trimester

+Sessional Teachers with 3 years or more Continuous Service will be paid the teaching rate which includes an additional 3% as outlined in Schedule 3
### Schedule 4  Diplomas Teachers Classification

#### Position Appointment Criteria

<table>
<thead>
<tr>
<th>Qualification Category</th>
<th>Years of Relevant Experience</th>
<th>Placement Level 1 to 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Post Graduate degree + teaching qualification</td>
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<td>7 +</td>
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<tr>
<td>0 - 1</td>
<td>N/A</td>
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</tr>
<tr>
<td>Relevant Under Graduate degree + teaching qualification</td>
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<td>8 +</td>
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<td></td>
</tr>
</tbody>
</table>

**Notes:**

- Industry experience may, on a case by case basis, be accepted as partial fulfilment of teaching experience requirements.
- Relevant teaching experience equals post-secondary teaching in a relevant discipline.
- Post appointment, progression from one level to the next level shall occur annually, up to a maximum of Level 8, subject to a Diploma Teacher’s continuing satisfactory conduct, diligence and performance.
## Schedule 5  
**Salary Rates – ELICOS Teachers**

<table>
<thead>
<tr>
<th>ELICOS Teachers</th>
<th>1 Sep 13 Already paid 1.50%</th>
<th>1 Jul 14 Already paid 3.25%</th>
<th>1 Jul 15 3.25%</th>
<th>1 Jul 16 3.25%</th>
<th>1 Jul 17 3.25%</th>
<th>1 Jul 18 3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1.1</td>
<td>$58,981</td>
<td>$60,898</td>
<td>$62,877</td>
<td>$64,920</td>
<td>$67,030</td>
<td>$69,209</td>
</tr>
<tr>
<td>Level 2.1</td>
<td>$62,065</td>
<td>$64,082</td>
<td>$66,165</td>
<td>$68,315</td>
<td>$70,536</td>
<td>$72,828</td>
</tr>
<tr>
<td>Level 2.2</td>
<td>$64,121</td>
<td>$66,205</td>
<td>$68,356</td>
<td>$70,578</td>
<td>$72,872</td>
<td>$75,240</td>
</tr>
<tr>
<td>Level 3.1</td>
<td>$66,181</td>
<td>$68,332</td>
<td>$70,553</td>
<td>$72,846</td>
<td>$75,213</td>
<td>$77,658</td>
</tr>
<tr>
<td>Level 3.2</td>
<td>$68,240</td>
<td>$70,458</td>
<td>$72,748</td>
<td>$75,113</td>
<td>$77,554</td>
<td>$80,074</td>
</tr>
<tr>
<td>Level 3.3</td>
<td>$70,312</td>
<td>$72,597</td>
<td>$74,957</td>
<td>$77,393</td>
<td>$79,908</td>
<td>$82,505</td>
</tr>
<tr>
<td>Level 4.1</td>
<td>$72,927</td>
<td>$75,344</td>
<td>$77,793</td>
<td>$80,321</td>
<td>$82,931</td>
<td>$85,627</td>
</tr>
<tr>
<td>Level 4.2</td>
<td>$75,455</td>
<td>$77,907</td>
<td>$80,439</td>
<td>$83,054</td>
<td>$85,753</td>
<td>$88,540</td>
</tr>
<tr>
<td>Level 4.3</td>
<td>$77,643</td>
<td>$80,167</td>
<td>$82,772</td>
<td>$85,462</td>
<td>$88,240</td>
<td>$91,108</td>
</tr>
<tr>
<td>Coordinator or Specialist – Year 1</td>
<td>$79,563</td>
<td>$82,149</td>
<td>$87,312*</td>
<td>$90,150</td>
<td>$93,080</td>
<td>$96,105</td>
</tr>
<tr>
<td>Coordinator or Specialist – Year 2</td>
<td>$81,902</td>
<td>$84,564</td>
<td>$89,932*</td>
<td>$92,854</td>
<td>$95,872</td>
<td>$98,988</td>
</tr>
<tr>
<td>Assistant Director of Studies</td>
<td>N/A</td>
<td>N/A</td>
<td>$89,549</td>
<td>$92,459</td>
<td>$95,464</td>
<td>$98,567</td>
</tr>
<tr>
<td>Leading Specialist – Year 1</td>
<td>$85,557</td>
<td>$88,338</td>
<td>$93,548*</td>
<td>$96,588</td>
<td>$99,727</td>
<td>$102,968</td>
</tr>
<tr>
<td>Leading Specialist – Year 2</td>
<td>$87,751</td>
<td>$90,603</td>
<td>$96,354*</td>
<td>$99,485</td>
<td>$102,719</td>
<td>$106,057</td>
</tr>
</tbody>
</table>

### Sessional rates

<table>
<thead>
<tr>
<th>Sessional teaching rate</th>
<th>$73.60</th>
<th>$75.99</th>
<th>$78.46</th>
<th>$81.01</th>
<th>$83.64</th>
<th>$86.36</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sessional teaching rate (3 years or more)+</td>
<td>$75.81</td>
<td>$78.27</td>
<td>$80.81</td>
<td>$83.44</td>
<td>$86.15</td>
<td>$88.95</td>
</tr>
<tr>
<td>Sessional non-teaching rate</td>
<td>$46.00</td>
<td>$47.50</td>
<td>$49.04</td>
<td>$50.64</td>
<td>$52.28</td>
<td>$53.98</td>
</tr>
</tbody>
</table>

*Salaries for these roles have been reviewed and the adjusted rates will be payable from the commencement of the first full pay period on or after the operative date of the Agreement in recognition of the work value and responsibility of the roles.

+Sessional Teachers with 3 years or more Continuous Service will be paid the teaching rate which includes an additional 3% as outlined in Schedule 5.
Schedule 6  ELICOS Teachers Classification

A. Placement and Role Expectations

The ELICOS Teacher Classification Structure acknowledges the different phases of a teacher’s development and progression. ELICOS Teachers are instrumental in assisting students’ transition to further studies through an introduction to academic language and culture in addition to English language skills development. The primary focus of ELICOS Teachers is on the planning, preparation and teaching of programs to achieve specific student outcomes. ELICOS Teachers engage in best practice teaching and reflect on their practice to improve their knowledge and skills over time.

Recognition of a teacher’s range of skills and expertise are central to this classification structure as are the expectations that are associated to increased seniority within the structure.

The ELICOS Teacher Classification Structure is based on the Educational Services (Post-Secondary Education) Award 2010 and is used for placement of teachers on commencement with the Company.

The ELICOS Teacher Classification Structure comprises four (4) levels and classification descriptors which support the expectations of a teacher within each level. These descriptors will guide decisions around annual salary progression in accordance with clause 8.6. However, it should be noted that the attainment of additional qualifications is not a requirement for advancement to a higher salary point.

Recognition of Experience for Classification Purposes

Teachers shall be accredited with teaching experience and be allocated a higher commencement salary in accordance with:

- one (1) full increment for each year of full-time TESOL teaching*
- one (1) full increment for every two (2) years of full-time LOTE teaching*
- one (1) full increment for every two (2) years of full-time teaching in other subjects to a maximum of two (2) increments*

*Full-time teaching will equate to 840 hours per annum. Part-time or Sessional TESOL/LOTE/Other teaching shall be converted to the equivalent full-time experience and applied accordingly.

Progression

Progression from one salary level to the next salary level shall occur annually subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of an Employee against the requirements established for the salary level.

Should a teacher complete further relevant qualifications after commencing employment, consideration may be given to further advancement within the ELICOS Teacher Classification Structure.
<table>
<thead>
<tr>
<th>Qualification Category</th>
<th>Years of Relevant Experience</th>
<th>Placement Level 1.1 to 4.3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor Degree plus Diploma of Education or equivalent plus a Diploma in TESOL or Bachelor Degree plus Post Graduate studies in Applied Linguistics, TESOL or LOTE (e.g. Graduate Certificate/Diploma in TESOL, Masters in TESOL, Masters in Applied Linguistics)</td>
<td>5 +</td>
<td>4.3</td>
</tr>
<tr>
<td></td>
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<td>4 - 5</td>
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<td></td>
<td>0 - 1</td>
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<tr>
<td><strong>B</strong></td>
<td></td>
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</tr>
<tr>
<td>Bachelor Degree or Diploma (if deemed equivalent to a degree) and Diploma of Education or equivalent with a TESOL method and a recognised TESOL certificate (e.g. CELTA) or Bachelor Degree or Diploma (if deemed equivalent to a degree) including TESOL/LOTE method</td>
<td>6 +</td>
<td>4.3</td>
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<td>0 - 1</td>
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<tr>
<td><strong>C</strong></td>
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</tr>
<tr>
<td>Minimum of Bachelor Degree or Diploma (if deemed equivalent to a degree) plus a recognised TESOL certificate (e.g. CELTA)</td>
<td>7 +</td>
<td>4.3</td>
</tr>
<tr>
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<td>0 - 1</td>
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<tr>
<td><strong>D</strong></td>
<td></td>
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</tr>
<tr>
<td>Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications*</td>
<td>8 +</td>
<td>4.3</td>
</tr>
<tr>
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<td>7 - 8</td>
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</tr>
</tbody>
</table>

*Provided that an ELICOS Teacher who holds Category D qualifications who achieves level 3.3 may only be promoted beyond that level where he/she demonstrates that he/she is able to carry out the full range of duties carried out by an ELICOS Teacher who holds Category A, B or C qualifications.
B. ELICOS Role Descriptors

1. ELICOS Teacher

1.1. Level 1

Teachers at this level will be in the beginning stages of their career with minimal teaching experience, with some completing their TESOL qualifications. The primary focus of teachers at this level is to develop skills and competencies needed to become an effective classroom practitioner with support and guidance from teachers at Levels 3 and 4 as well as the Learning and Teaching management team. Teachers at this level are not eligible for roles outside teaching.

Participation in the annual PEP process is an expectation of the ELICOS Teacher role.

1.2. Level 2

Teachers at this level will be in the beginning stages of their career with up to two (2) years of teaching experience. The primary focus of teachers at this level is on further developing skills and competencies needed to become an effective classroom practitioner with support and guidance from teachers at Levels 3 and 4 as well as the Learning and Teaching management team. Normally, teachers at this level are not eligible for roles outside teaching.

Participation in the annual PEP process is an expectation of the ELICOS Teacher role.

1.3. Level 3

Teachers at this level will generally have between one to five (1-5) years experience teaching English and are considered to have developed the essential skills and experience of day-to-day classroom practice. These teachers are still in the process of developing greater expertise and understanding of the profession. The primary focus of a teacher at this level is on the planning, preparation and teaching of programs to achieve specific student outcomes. Teachers at this level are able to apply their experience to support less experienced teachers and are able to assist in the implementation of some coordinating activities with the support of a Level 4 teacher.

Participation in the annual PEP process is an expectation of the ELICOS Teacher role.

1.4. Level 4

Teachers at this level are experienced practitioners who have developed a breadth of skills to support students transitioning to further study. Level 4 teachers contribute to the development and implementation of programs and are able to apply their experience, skills and expertise to support less experienced teachers. Teachers at this level may possess a post-graduate qualification in a relevant area, will have at least three (3) years teaching experience and are eligible for Director of Studies roles or other management positions within the Centre.

Participation in the annual PEP process is an expectation of the ELICOS Teacher role.

2. Coordinator and Specialist

2.1. Appointment to a position of Coordinator or Specialist will be through a merit-based selection process.

2.2. A Coordinator or Specialist is an experienced and knowledgeable teacher responsible for supporting the MUELC Curriculum and working with teachers to ensure student outcomes and the needs of students on specific pathways are achieved.

2.3. A Coordinator or Specialist will contribute to program development as required, fulfil program coordination and administrative requirements in a timely and efficient manner, and accepts responsibility, including supervision and mentoring of teachers.

2.4. A Coordinator or Specialist is involved in the support and delivery of MUELC’s professional development initiatives.
2.5. Participation in the annual PEP process is an expectation of the Coordinator or Specialist role.

3. Leading Specialist

3.1. Appointment to a position of Leading Specialist will be through a merit-based selection process.

3.2. A Leading Specialist is a highly experienced and versatile teacher who is recognised within the industry as a leading educator (recognition achieved through conference presentation, publication, research), across a wide range of English language programs, which may include offshore experience.

3.3. A Leading Specialist must have highly developed specialist knowledge, be familiar with MUELC strategic directions, contribute to the Centre's Learning and Teaching strategy, actively contribute ideas, knowledge and skills to benefit of MUELC staff and programs and actively benchmark professional practice within industry.

3.4. A Leading Specialist accepts responsibility, including supervision and mentoring of teachers within a program, contributes to and/or leads program development as directed by a supervisor, develops relevant policies and procedures, assists with administration of MUELC programs, undertakes project and research leadership roles, leads and influences alignment with Company values as well as undertakes administrative requirements in a timely and efficient manner.

3.5. A Leading Specialist measures student progress and the success of the MUELC curriculum as directed by a supervisor.

3.6. Participation in the annual PEP process is an expectation of the Leading Specialist role.

4. Assistant Director of Studies

4.1. Appointment to a position of Assistant Director of Studies will be through a merit-based selection process.

4.2. An Assistant Director of Studies is an experienced and versatile teacher recognised as a leading educator with outstanding organisational skills to support the delivery of the MUELC Curriculum.

4.3. An Assistant Director of Studies will contribute to the Centre’s Learning and Teaching strategy through ensuring that programs are in accordance with the National ELICOS Standards, Company and University policy and ESOS legislation.

4.4. An Assistant Director of Studies plays an important role in the continuous improvement of the Centre’s Learning and Teaching with the aim of improving student outcomes.

4.5. An Assistant Director of Studies will fulfil coordination and administrative requirements in a timely and efficient manner and accepts Assistant Director of Studies responsibility, including supervision and mentoring of teachers as required.

4.6. Participation in the annual PEP process is an expectation of the Assistant Director of Studies role.

5. Qualifications

5.1. Qualifications that meet National ELICOS Standards or equivalent regulatory bodies that govern the English Language Centre.

5.2. At levels above that of “ELICOS Teacher” additional relevant qualifications will be well regarded.
Schedule 7  Monash Professional Trainer Classification Definitions

1. Monash Professional Sessional Trainer

1.1. A Monash Professional Sessional Trainer:
   1.1.1. demonstrates excellence in delivering and assessing programs
   1.1.2. provides professional and constructive feedback and performance review to learners to support development
   1.1.3. adapts lesson plans and materials to suit the specific needs of the learner group whilst also maintaining program compliance
   1.1.4. effectively manages the assessment process in a timely manner ensuring no compliance breaches
   1.1.5. communicates effectively with colleagues and supervisors to ensure learner / program issues or concerns are dealt with in a timely manner
   1.1.6. works collaboratively and demonstrates commitment to Company values.

1.2. A Monash Professional Sessional Trainer has had experience working in an Australian workplace environment, may have previous ESL and/or business skills teaching experience, and is routinely required to teach on Monash Professional programs.

1.3. A Monash Professional Sessional Trainer will ensure program key deliverables (i.e. attendance, assessment monitoring, assessment feedback and end of program reporting) are completed in both a timely and accurate manner.

1.4. Monash Professional Sessional Trainers are required to demonstrate credentials and knowledge relevant to the program requirements.

2. Monash Professional Senior Trainer (Continuing or Fixed-term)

2.1. A Monash Professional Senior Trainer may be appointed on a fixed-term or continuing basis and is an experienced and versatile Trainer recognised by both participants and peers as a leading educator.

2.2. A Monash Professional Senior Trainer will support the quality and efficiency of program delivery by coordinating training programs and Sessional Trainers in a timely and efficient manner, including supervision and mentoring within a program.

Monash Professional Trainer Classification

If there is a need within the life of this Agreement to appoint a Monash Professional Trainer on a continuing or fixed-term basis, the Company will discuss and consult with Employees and the Union regarding an appropriate classification and salary rate.
## Schedule 8  Monash Professional Trainer Rates

<table>
<thead>
<tr>
<th>Monash Professional Trainers</th>
<th>1 Sep 13</th>
<th>1 Jul 14</th>
<th>1 Jul 15</th>
<th>1 Jul 16</th>
<th>1 Jul 17</th>
<th>1 Jul 18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Already paid 1.50%</td>
<td>Already paid 3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
</tr>
<tr>
<td><strong>Senior Monash Professional Trainer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1 – Saturday/evening rate</td>
<td>N/A</td>
<td>$84,611</td>
<td>$87,361</td>
<td>$90,200</td>
<td>$93,132</td>
<td>$96,159</td>
</tr>
<tr>
<td>Year 2 – Saturday/evening rate</td>
<td>N/A</td>
<td>$87,101</td>
<td>$89,931</td>
<td>$92,854</td>
<td>$95,872</td>
<td>$98,988</td>
</tr>
<tr>
<td>Year 1 – Sunday rate</td>
<td>N/A</td>
<td>$86,255</td>
<td>$89,058</td>
<td>$91,953</td>
<td>$94,941</td>
<td>$98,027</td>
</tr>
<tr>
<td>Year 2 – Sunday rate</td>
<td>N/A</td>
<td>$88,792</td>
<td>$91,678</td>
<td>$94,657</td>
<td>$97,734</td>
<td>$100,910</td>
</tr>
<tr>
<td><strong>Sessional Monash Professional Trainer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday to Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly rate – A</td>
<td>$73.60</td>
<td>$75.99</td>
<td>$78.46</td>
<td>$81.01</td>
<td>$83.64</td>
<td>$86.36</td>
</tr>
<tr>
<td>Hourly rate – A (3 years or more)+</td>
<td>$75.81</td>
<td>$78.27</td>
<td>$80.81</td>
<td>$83.44</td>
<td>$86.15</td>
<td>$88.95</td>
</tr>
<tr>
<td>Monday to Friday evenings/Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly rate – B</td>
<td>$84.64</td>
<td>$87.39</td>
<td>$90.23</td>
<td>$93.16</td>
<td>$96.19</td>
<td>$99.32</td>
</tr>
<tr>
<td>Hourly rate – B (3 years or more)+</td>
<td>$87.18</td>
<td>$90.01</td>
<td>$92.94</td>
<td>$95.96</td>
<td>$99.08</td>
<td>$102.30</td>
</tr>
<tr>
<td>Sundays and public holidays</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly rate – C</td>
<td>$92.00</td>
<td>$94.99</td>
<td>$98.08</td>
<td>$101.26</td>
<td>$104.56</td>
<td>$107.95</td>
</tr>
<tr>
<td>Hourly rate – C (3 years or more)+</td>
<td>$94.76</td>
<td>$97.84</td>
<td>$101.02</td>
<td>$104.30</td>
<td>$107.69</td>
<td>$111.19</td>
</tr>
<tr>
<td>Non-teaching duties (hourly day rate)</td>
<td>$46.00</td>
<td>$47.50</td>
<td>$49.04</td>
<td>$50.63</td>
<td>$52.28</td>
<td>$53.98</td>
</tr>
</tbody>
</table>

* Senior Monash Professional Trainer salary rates are inclusive of evening and/or weekend loadings for regular work performed outside the spread of hours in accordance with Part 5. Overtime is only applicable to hours worked in excess of the ordinary hours of work.

+Sessional Trainers with 3 years or more Continuous Service will be paid the Trainer rate which includes an additional 3% as outlined in Schedule 8.
### Schedule 9  IELTS Centre - Position Classifications

<table>
<thead>
<tr>
<th>IELTS Role</th>
<th>Key Duties</th>
<th>Qualification Requirements</th>
</tr>
</thead>
</table>
| Clerical marker       | - Marks the listening and reading exams in an accurate and timely manner according to module guidelines  
- Fills out appropriate paperwork accurately to ensure regulatory compliance                                                                                                                                                                                                                                                   | - Current IELTS clerical marker certification                                                                                                                                                                                                                                                                                                                                                               |
| IELTS examiner        | - Follow IELTS procedures/script for assessing both the speaking and written modules  
- Assess candidates to standard according to confidential criteria in speaking and writing modules  
- Provide examination results  
-Completes all documentation required in an accurate and comprehensive manner  
- May mentor less experienced Examiners                                                                                                                                                                                                                                               | - Current certification as an IELTS examiner (completion and re-completion of the examiner standardisation and certification process)  
- An undergraduate degree or a qualification which can be demonstrated to be equivalent  
- A recognised qualification in Teaching English to Speakers of Other Languages (TESOL)  
- Three (3) years’ full-time (or equivalent part-time) relevant TESOL teaching experience (post certificate level qualification)                                                                                                                                                                      |
| IELTS invigilator     | - Assisting with setting up examination venues by laying out stationery, equipment and examination papers in accordance with strict procedures  
- Closely following and enforcing exam procedures and regulations including the distribution and collection of test material in accordance with IELTS compliance  
- Assisting candidates prior to the start of examinations by directing them to their seats and advising them about possessions permitted in examination venues  
- Invigilating during examinations, dealing with queries raised by candidates and dealing with examination irregularities in accordance with procedures                                                                                                                                 | - No specific qualifications but:  
- Ability to communicate with clients from a non-English speaking background  
- Ability to liaise with IELTS candidates and invigilators in an informed and courteous manner at all times  
- No specific qualification  
- Ability to follow highly prescriptive procedures related to assessment and test administration                                                                                                                                                                                                   |
| Chief clerical marker | - Marking IELTS Listening and Reading modules within a highly regulated environment  
- Providing leadership and oversight of the Clerical Markers on test day  
- Ensuring marking is conducted effectively in a regulated and compliant manner                                                                                                                                                                                                                                              | - Current IELTS Clerical Marker certification                                                                                                                                                                                                                                                                                                                                                               |
<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Qualifications</th>
</tr>
</thead>
</table>
| Examiner Trainer            | • Administering a standard IELTS speaking test and for the assessment of both speaking and writing modules  
                               • Delivering Standardisation  
                               • Conducting monitoring  
                               • Consulting with IELTS Administrator regarding Examiners' performance and certification status | • Current certification as an IELTS Examiner Trainer  
                               • Undergraduate degree or equivalent qualification  
                               • TESOL or equivalent qualification  
                               • A minimum of five years' full-time relevant teaching experience or equivalent part-time  
                               • Active IELTS Examiner for Writing and Speaking modules  
                               • At least four years' IELTS Examining experience or equivalent |
| Test day supervisor         | • Overseeing the examination process to ensure the smooth operation of the IELTS test  
                               • Providing compliance guidance to the Invigilators during the examination | • No specific qualifications |
## Schedule 10  IELTS Centre – Casual Salary Rates

<table>
<thead>
<tr>
<th>IELTS Roles</th>
<th>1 Sep 13 Already paid 1.50%</th>
<th>1 Jul 14 Already paid 3.25%</th>
<th>1 Jul 15 3.25%</th>
<th>1 Jul 16 3.25%</th>
<th>1 Jul 17 3.25%</th>
<th>1 Jul 18 3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invigilator</td>
<td>$35.08</td>
<td>$36.22</td>
<td>$37.40</td>
<td>$38.61</td>
<td>$39.87</td>
<td>$41.16</td>
</tr>
<tr>
<td>Clerical Marker</td>
<td>$40.28</td>
<td>$41.59</td>
<td>$42.94</td>
<td>$44.34</td>
<td>$45.78</td>
<td>$47.27</td>
</tr>
<tr>
<td>Chief Clerical Marker</td>
<td>N/A</td>
<td>N/A</td>
<td>$51.53</td>
<td>$53.21</td>
<td>$54.94</td>
<td>$56.72</td>
</tr>
<tr>
<td>Test Day Supervisor</td>
<td>N/A</td>
<td>N/A</td>
<td>$56.54</td>
<td>$58.38</td>
<td>$60.27</td>
<td>$62.23</td>
</tr>
<tr>
<td>Examiner</td>
<td>$67.58</td>
<td>$69.78</td>
<td>$72.04</td>
<td>$74.39</td>
<td>$76.80</td>
<td>$79.30</td>
</tr>
<tr>
<td>Examiner Trainer</td>
<td>N/A</td>
<td>N/A</td>
<td>$89.16</td>
<td>$92.06</td>
<td>$95.05</td>
<td>$98.14</td>
</tr>
</tbody>
</table>
Schedule 11  Bachelor of International Business Salary Rates

<table>
<thead>
<tr>
<th>Academic Teacher</th>
<th>1 Sep 13 Already paid 1.50%</th>
<th>1 Jul 14 Already paid 3.25%</th>
<th>1 Jul 15 3.25%</th>
<th>1 Jul 16 3.25%</th>
<th>1 Jul 17 3.25%</th>
<th>1 Jul 18 3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level A1</td>
<td>N/A</td>
<td>$57,823</td>
<td>$59,702</td>
<td>$61,643</td>
<td>$63,646</td>
<td>$65,714</td>
</tr>
<tr>
<td>Level A2</td>
<td>N/A</td>
<td>$61,130</td>
<td>$63,117</td>
<td>$65,168</td>
<td>$67,286</td>
<td>$69,473</td>
</tr>
<tr>
<td>Level A3</td>
<td>N/A</td>
<td>$64,431</td>
<td>$66,525</td>
<td>$68,687</td>
<td>$70,919</td>
<td>$73,224</td>
</tr>
<tr>
<td>Level A4</td>
<td>N/A</td>
<td>$67,736</td>
<td>$69,937</td>
<td>$72,210</td>
<td>$74,557</td>
<td>$76,980</td>
</tr>
<tr>
<td>Level A5</td>
<td>N/A</td>
<td>$70,418</td>
<td>$72,707</td>
<td>$75,070</td>
<td>$77,509</td>
<td>$80,028</td>
</tr>
<tr>
<td>Level A6</td>
<td>N/A</td>
<td>$73,101</td>
<td>$75,477</td>
<td>$77,930</td>
<td>$80,462</td>
<td>$83,078</td>
</tr>
<tr>
<td>Level A7</td>
<td>N/A</td>
<td>$75,791</td>
<td>$78,245</td>
<td>$80,797</td>
<td>$83,423</td>
<td>$86,135</td>
</tr>
<tr>
<td>Level A8</td>
<td>N/A</td>
<td>$78,474</td>
<td>$81,024</td>
<td>$83,658</td>
<td>$86,377</td>
<td>$89,184</td>
</tr>
<tr>
<td>Level B1</td>
<td>N/A</td>
<td>$82,602</td>
<td>$85,287</td>
<td>$88,058</td>
<td>$90,920</td>
<td>$93,875</td>
</tr>
<tr>
<td>Level B2</td>
<td>N/A</td>
<td>$85,700</td>
<td>$88,485</td>
<td>$91,361</td>
<td>$94,330</td>
<td>$97,396</td>
</tr>
<tr>
<td>Level B3</td>
<td>N/A</td>
<td>$88,794</td>
<td>$91,680</td>
<td>$94,659</td>
<td>$97,736</td>
<td>$100,912</td>
</tr>
<tr>
<td>Level B4</td>
<td>N/A</td>
<td>$91,893</td>
<td>$94,880</td>
<td>$97,963</td>
<td>$101,147</td>
<td>$104,434</td>
</tr>
<tr>
<td>Level B5</td>
<td>N/A</td>
<td>$94,990</td>
<td>$98,077</td>
<td>$101,265</td>
<td>$104,556</td>
<td>$107,954</td>
</tr>
<tr>
<td>Level B6</td>
<td>N/A</td>
<td>$98,087</td>
<td>$101,275</td>
<td>$104,566</td>
<td>$107,965</td>
<td>$111,474</td>
</tr>
<tr>
<td>Level B7</td>
<td>N/A</td>
<td>$101,187</td>
<td>$104,476</td>
<td>$107,871</td>
<td>$111,377</td>
<td>$114,997</td>
</tr>
<tr>
<td>Level C1</td>
<td>N/A</td>
<td>$104,283</td>
<td>$107,672</td>
<td>$111,172</td>
<td>$114,785</td>
<td>$118,515</td>
</tr>
<tr>
<td>Level C2</td>
<td>N/A</td>
<td>$107,380</td>
<td>$110,870</td>
<td>$114,473</td>
<td>$118,193</td>
<td>$122,035</td>
</tr>
<tr>
<td>Level C3</td>
<td>N/A</td>
<td>$110,483</td>
<td>$114,074</td>
<td>$117,781</td>
<td>$121,609</td>
<td>$125,561</td>
</tr>
<tr>
<td>Leadership/Unit Allowance 1*</td>
<td>N/A</td>
<td>$1,500</td>
<td>$1,549</td>
<td>$1,599</td>
<td>$1,651</td>
<td>$1,705</td>
</tr>
<tr>
<td>Leadership/Unit Allowance 2**</td>
<td>N/A</td>
<td>$3,000</td>
<td>$3,098</td>
<td>$3,199</td>
<td>$3,303</td>
<td>$3,410</td>
</tr>
</tbody>
</table>

* Leadership/Unit Allowance 1 is a per annum allowance payable when an Employee teaches an additional unit or leads an additional Employee in a single unit.

** Leadership/Unit Allowance 2 is a per annum allowance payable when an Employee teaches more than two units or leads a group of Employees in a single unit.
## Schedule 12  Bachelor of International Business Sessional Academic Teachers Salary Rates

<table>
<thead>
<tr>
<th>Sessional Academic Teacher</th>
<th>1 Sep 13  Already paid 1.50%</th>
<th>1 Jul 14  Already paid 3.25%</th>
<th>1 Jul 15  3.25%</th>
<th>1 Jul 16  3.25%</th>
<th>1 Jul 17  3.25%</th>
<th>1 Jul 18  3.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Lecture (1 hour of delivery and 2 hours of associated work)</td>
<td>N/A</td>
<td>$170.49</td>
<td>$176.03</td>
<td>$181.75</td>
<td>$187.66</td>
<td>$193.76</td>
</tr>
<tr>
<td>Repeat Lecture (1 hour of delivery and 1 hour of associated work)</td>
<td>N/A</td>
<td>$113.66</td>
<td>$117.35</td>
<td>$121.17</td>
<td>$125.11</td>
<td>$129.17</td>
</tr>
<tr>
<td>Tutorial/Workshop (with doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$145.43</td>
<td>$150.15</td>
<td>$155.03</td>
<td>$160.07</td>
<td>$165.27</td>
</tr>
<tr>
<td>Repeat Tutorial/Workshop (with doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$96.95</td>
<td>$100.10</td>
<td>$103.36</td>
<td>$106.71</td>
<td>$110.18</td>
</tr>
<tr>
<td>Tutorial/Workshop (without doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$121.61</td>
<td>$125.56</td>
<td>$129.64</td>
<td>$133.86</td>
<td>$138.21</td>
</tr>
<tr>
<td>Repeat Tutorial/Workshop (without doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$81.07</td>
<td>$83.71</td>
<td>$86.43</td>
<td>$89.24</td>
<td>$92.14</td>
</tr>
<tr>
<td>Complex marking</td>
<td>N/A</td>
<td>$56.83</td>
<td>$58.68</td>
<td>$60.58</td>
<td>$62.55</td>
<td>$64.59</td>
</tr>
<tr>
<td>Standard Marking (with doctoral qualifications or full subject coordination)</td>
<td>N/A</td>
<td>$48.48</td>
<td>$50.05</td>
<td>$51.68</td>
<td>$53.36</td>
<td>$55.09</td>
</tr>
<tr>
<td>Standard Marking (without doctoral qualifications or full subject coordination)</td>
<td>N/A</td>
<td>$40.54</td>
<td>$41.86</td>
<td>$43.22</td>
<td>$44.62</td>
<td>$46.07</td>
</tr>
<tr>
<td>Non-Teaching Activity (with doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$48.48</td>
<td>$50.05</td>
<td>$51.68</td>
<td>$53.36</td>
<td>$55.09</td>
</tr>
<tr>
<td>Non-Teaching Activity (without doctoral quals or full subject coordination)</td>
<td>N/A</td>
<td>$40.54</td>
<td>$41.86</td>
<td>$43.22</td>
<td>$44.62</td>
<td>$46.07</td>
</tr>
</tbody>
</table>

The minimum salary paid to Academic Teachers employed on a sessional basis to deliver lectures, tutorials or workshops will be the rates set out in this Schedule. These rates are derived from three base rates calculated using the following formulae:

- **Lecturing (Based on the hourly rate of B2 plus 25% loading)**
- **Tutorial/Workshop with doctoral quals or full subject coordination (Based on the hourly rate of A6 plus 25% loading)**
- **Tutorial/Workshop without doctoral quals or full subject coordination (Based on hourly rate of A2 plus 25% loading)**
Schedule 13  Bachelor of International Business Teacher (Academic Teacher) Classifications

1. Classification Descriptors

Academic Teachers (other than Sessional Academic Teachers) will be classified into one of the following levels on the basis of which of the following descriptors most accurately describes the duties they undertake and their academic standing and experience.

1.1.  Level A

1.1.1.  A Level A Academic Teacher will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching with an increasing degree of autonomy. A Level A Academic Teacher will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

1.1.2.  A Level A Academic Teacher will normally contribute to the teaching work of the Company at an undergraduate degree or graduate diploma level. Administration will generally be limited to the administration of the relevant unit or units of teaching they are engaged to teach.

1.1.3.  An Employee holding a relevant doctorate or responsible for the co-ordination of a subject or unit, will not be paid less than the sixth step of Level A.

1.2.  Level B

1.2.1.  A Level B Academic Teacher will hold advanced graduate qualifications and will undertake independent teaching in their discipline or related area. A Level B Academic Teacher will make an independent contribution through professional practice and expertise to the teaching effort of the Company, and may co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.

1.2.2.  A Level B Academic Teacher may be required to teach at any level, on the basis of an established record of independent scholarship, research and/or professional activities appropriate to their profession or discipline. They may undertake administration relating to their discipline and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

1.3.  Level C

1.3.1.  A Level C Academic Teacher will generally hold doctoral qualifications and will provide leadership to a group of staff or lead a team responsible for at least four (4) units. A Level C Academic Teacher will provide leadership in activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

1.4.  Progression within the Salary Structure

An Academic Teacher will be paid according to the salary scale set out in Schedule 13, and will be eligible for movement to the next salary point within the scale as follows:

1.4.1.  at the conclusion of each twelve (12) month period, following the date of entry into an academic level as set out in the classification structure or the subsequent anniversary date; and

1.4.2.  following a staff development/performance review.

Movement to the next salary point within the academic level will only occur when the Employee has, over the preceding twelve (12) months:
1.4.3. acquired and utilised additional skills, experience and knowledge within the ambit of the appropriate academic level, as set out in the classification standard and in accord with the priorities of the Company; and

1.4.4. demonstrated satisfactory performance against the appropriate academic level.

Movement to Academic Level C will only be based on merit following a thorough and fair process.
1. Sessional Work Descriptors

1.1. Tutorials/workshops

‘Tutorial’ or ‘workshop’ means any education delivery, described as a tutorial in a course or unit outline, or in an official timetable issued by the Company.

Except for repeat tutorials/workshops, the rates prescribed are paid per hour of tutorial/workshop delivered and assume two (2) hours’ associated work as defined below.

A repeat tutorial/workshop is a second or subsequent delivery of substantially the same tutorial/workshop in the same subject matter within a period of seven (7) days. The prescribed rates are paid per hour of tutorial/workshop delivered and assume one hour’s associated work as defined below.

Where a tutorial/workshop is more or less than one (1) hour in length, the payment will be pro rata the appropriate rate for a tutorial/workshop of one (1) hour's duration.

For the purposes of payment of a tutorial/workshop or repeat tutorial/workshop rate, “associated work” may encompass the following activities:

1.1.1. preparation of tutorials/workshops
1.1.2. marking of student work for which the Sessional Teacher is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, tutorial/workshop or equivalent teaching environment
1.1.3. incidental administration of relevant records of students for whom the Sessional Teacher is responsible
1.1.4. contemporaneous consultation with students involving face-to-face and email consultation prior to and following a tutorial/workshop, and/or
1.1.5. attendance at ad hoc meetings specifically for the purpose of assisting Sessional Teachers to prepare for their tutorial/workshop and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the supervisor and where the meeting is scheduled on a day on which the Employee is not scheduled to undertake contact or other teaching activities.

1.2. Lectures

‘Lecture’ means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the Company.

The pay rates are paid for one (1) hour of delivery and assume two (2) hours’ associated work as defined below.

A repeat lecture is a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days. The prescribed rates are paid per hour of lecture delivered and assume one (1) hour’s associated work as defined below.

For the purposes of payment of a lecture or repeat lecture rate, “associated work” may encompass the following activities:

1.2.1. preparation of lectures;
1.2.2. marking of student work for which the Sessional Teacher is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, lecture or equivalent teaching environment;
1.2.3. incidental administration of relevant records of students for whom the Sessional Teacher is responsible;
1.2.4. contemporaneous consultation with students involving face-to-face and email consultation prior to and following a lecture; and/or,

1.2.5. attendance at ad hoc meetings specifically for the purpose of assisting Sessional Teachers to prepare for their lecture and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the supervisor and where the meeting is scheduled on a day on which the Employee is not scheduled to undertake contact or other teaching activities.

1.3. **Marking**

Sessional Teachers will be paid marking rates as set out in this Agreement where they undertake marking as a requirement of the supervisor, other than marking which is performed (or could reasonably be performed) in the relevant classroom, tutorial/workshop/lecture or equivalent teaching environment.

The number of hours allowed for marking and the appropriate marking rate per hour will be determined taking into consideration the expected time taken to undertake the marking based on the complexity of the marking in the context of the academic discipline involved. The determination of the number of hours for marking will be consistent with guidelines issued from time to time. These guidelines will be developed in consultation with staff and will set out reasonable expectations about the number of hours to be allowed for marking based on the complexity of the marking and allowing for variations in level of experience of the marker in the context of the academic discipline involved.

The complex marking rate is paid for marking that is undertaken as a supervising examiner or which requires the significant exercise of academic judgement where for example detailed feedback and comments on complex assignments or examination papers and/or large body of work such as a thesis is required.

The standard marking rate is paid for marking that does not require a significant exercise of academic judgement such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided.

1.4. **Non-teaching activity**

‘Non-teaching activity’ includes work that the Company requires a Sessional Teacher to perform and that is performed as required, being work of the following nature:

1.4.1. the conduct of practical classes, demonstrations, student field excursions;

1.4.2. development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject co-ordination;

1.4.3. consultation with students (other than as contemporaneous consultation for a tutorial/workshop or lecture);

1.4.4. attendance at Company meetings as required.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
Schedule 15  Positions of Responsibility Framework - MUELC

1. Overarching Principles / POR scope

1.1. Positions of Responsibility apply to Continuing and Fixed-term teaching staff within MUELC.

1.2. Positions of Responsibility are created to respond to emerging business needs and where a temporary or short term deployment is the most suitable option to meet those needs.

1.3. Positions of Responsibility may focus on achieving improvements in teaching and learning, managing/leading or coordinating a group of staff and/or a particular function, or undertaking a major project.

1.4. Positions of Responsibility provide teachers with an interest in teaching-related activities outside the classroom an opportunity for professional and career development.

1.5. Where necessary, there will be a provision for regular time release from face to face teaching duties, which will be determined by the Director, MUELC.

2. Selection Process

2.1. Positions of Responsibility will be advertised internally and interested teachers will be required to submit an application.

2.2. Positions of Responsibility appointments will be based on merit taking business requirements into consideration. These appointments will be fixed-term in nature according to the needs of the business at any given time.

3. Level of Responsibility and Time Release

3.1. Factors that guide the setting of the level of a position of responsibility include:

   3.1.1. Complexity of the task
   3.1.2. Level of innovation required of the role
   3.1.3. Degree of supervision, guidance or direction required for tasks to be conducted
   3.1.4. Degree of autonomy in decision-making, judgement, reasoning and problem-solving delegated to the role
   3.1.5. Degree of accountability that rests with the role taking into account the impact of decision-making

3.2. Time release from teaching will be guided by the following where relevant:

   3.2.1. Number of units/programs/classes responsible for
   3.2.2. Number of teachers and level of experience of teachers responsible for
   3.2.3. Number of students responsible for
   3.2.4. Locations that the programs/classes are running (eg multiple locations)
   3.2.5. Complexity of the programs/classes/projects
   3.2.6. Project needs, deliverables and timelines

3.3. Time release will be established by the supervisor through consultation with MUELC management.

3.4. Time release will be monitored and reviewed in consultation with the incumbent.
4. Amount of Allowance

4.1. The allowances outlined below are per annum (pro rata for assignments less than twelve (12) months), and are paid on a fortnightly basis.

<table>
<thead>
<tr>
<th>POR level</th>
<th>Allowance (p.a.) as at 01/07/14</th>
<th>Allowance (p.a.) as at 01/07/15</th>
<th>Allowance (p.a.) as at 01/07/16</th>
<th>Allowance (p.a.) as at 01/07/17</th>
<th>Allowance (p.a.) as at 01/07/18</th>
</tr>
</thead>
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<tr>
<td>Level 1</td>
<td>$2,004</td>
<td>$2,069</td>
<td>$2,136</td>
<td>$2,205</td>
<td>$2,277</td>
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<td>$4,411</td>
<td>$4,554</td>
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<tr>
<td>Level 3</td>
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<td>$6,409</td>
<td>$6,617</td>
<td>$6,832</td>
</tr>
</tbody>
</table>
Schedule 16  Workforce Composition Methodology

1. Diplomas

The following methodology will be used to determine the annualised workforce composition for Diplomas in accordance with clause 77.

The calculation outlined below will be applied to each specific discipline which will be collated to determine the overall workforce composition.

- A = Total number of teaching hours required to be delivered for each discipline across the trimester.
- B = Total number of face to face teaching hours that can be taught in each discipline by teachers based on roles outlined in clause 75.1
- C = Total number of hours time release for Unit Leadership responsibilities (for each discipline)
- D = Maximum number of teaching hours that can be worked by Continuing and Fixed-term Teachers
- E = Total number of hours to be delivered by Sessional Teachers to teach the discipline
- F = % of Continuing and Fixed-term Teachers
- G = % of Sessional Teachers
- H = Annualised Sessional factor (42/50*)
- I = Annualised % of Sessional Teachers
- J = Annualised % of Continuing or Fixed-term Teachers

*B = C = D
A – D = E
(D/A) x 100 = F
100 - F = G
G x H = I
100 – I = J
Annualised Ratio = J:I

*Teaching is conducted for 36 weeks of the year. However, it is acknowledged that Sessional Teachers are regularly engaged during weeks 13 and 14 of the Trimester to conduct work associated with exams and exam marking. This equates to 6 additional weeks across the academic year where Sessional Teachers are engaged in work. Therefore, Sessional Teachers are assumed to be required to work for 42 weeks out of 50 weeks of the year (taking the 2 week closedown period into account).
2. MUELC

The following methodology will be used to calculate the annualised workforce composition for MUELC in accordance with clause 85. The calculations outlined below are based on the premise that:

- each class requires 1 full-time equivalent (FTE) teacher; and,
- each class requires 100 hours of teaching per term (i.e. 5 weeks x 20 hours of face to face teaching)

- A = Number of classes per term
- B = Number of teaching hours required per class per term (i.e. 100)
- C = Total Teaching Hours required across all classes (i.e. number of classes x 100 hours)
- D = Full-time equivalent number of Continuing and Fixed-term Teachers (factoring in the minimum time release of 0.2 FTE for each Coordinators / Specialists)
- E = Annual maximum face to face teaching hours per Continuing or Fixed-term Teacher in accordance with clause 84.1
- F = Number of terms (annually)
- G = Average face to face teaching hours that can be delivered per Continuing or Fixed-term Teacher per term*
- H = Maximum number of teaching hours that can be delivered by Continuing or Fixed-term Teachers
- I = % of Continuing or Fixed-term Teachers
- J = % of Sessional Teachers
- K = Annualised Sessional factor (45/50**)
- L = Annualised % of Sessional Teachers
- M = Annualised % of Continuing or Fixed-term Teachers

*Following the introduction of the 9 term teaching model, the number of terms and maximum average face to face teaching hours per term will change.

**Teaching is conducted for 45 weeks out of 50 weeks of the year (taking the 2 week closedown period into account).

\[
A \times B = C \\
E/F = G \\
G \times D = H \\
(H/C) \times 100 = I \\
100 - I = J \\
J \times K = L \\
100 - L = M \\
Annualised\ Ratio = M:L
\]
SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
MONASH COLLEGE PTY LTD

................................................................. ........................................
Signature                                           date

................................................................. ........................................
Name and Title (print)

in the presence of:

................................................................. ........................................
Signature                                           date

................................................................. ........................................
Name (print)

Signed for and on behalf of the
National Tertiary Education Industry Union

................................................................. ........................................
Signature                                           date

................................................................. ........................................
Name and Title (print)

in the presence of:

................................................................. ........................................
Signature                                           date

................................................................. ........................................
Name (print)