



Monash College Pty. Ltd. Enterprise Agreement 2020

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Part 1: General Conditions Applicable to All Employees

Your Enterprise Agreement

1. Title

1.1 The Agreement will be known as the Monash College Pty Ltd Enterprise Agreement 2020.

2. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) as amended.
Academic Teacher	means a person employed principally to teach the Bachelor of International Business (BIB) program or other degree programs.
Academic Year	means the period of time from the starting date of the first complete teaching period of a calendar year and concluding on the day before its anniversary.
Best endeavours (to use)	means to make a reasonable attempt in good faith and to explain the steps taken in making that attempt, in writing if requested to do so.
Chief Executive Officer (CEO)	means a person appointed to or acting in a Chief Executive Officer's position, or their nominee.
College	means Monash College Pty Ltd.
Consultation	is the process of timely exchange of information and views between the College and Employees and/or the Employees' Representatives to enable their input to be taken into account in College decision-making and planning processes.
Continuous Service	means a period of unbroken service with the College and in respect of fixed-term or Sessional/casual Employees, will include a series of contracts or engagements, provided that breaks of up to four (4) months between any contracts or engagements will not break continuity of service but will not count as service. Additionally, a casual or Sessional Employee's employment is taken to be continuous in accordance with section 12(3) of the <i>Long Service Leave Act 2018</i> (Vic).
Diploma Teacher	means a person employed principally to teach Monash College diploma courses.
(Divisional/Executive) Executive Director	means the head of an operating division of the College (howsoever titled), or their nominee.
Executive Director, People & Culture	means the person employed in the position of Executive Director, People and Culture (howsoever titled) for Monash College and includes their delegate or nominee.
ELICOS Teacher	means a person employed principally to teach ELICOS, TESOL or other English language courses.
Employee	means a person employed in Australia by the College on a full-time, part-time, Ongoing, fixed-term, casual or Sessional basis other than an Employee employed as a Teacher to teach in the Monash University Foundation Year or a Nominated Employee.
Family Violence	refers to family violence as defined in the <i>Family Violence Protection Act 2008</i> (Vic) including physical, sexual, financial, verbal or emotional abuse by a family/household member.
FWC	means Fair Work Commission.
Immediate Family	means: a) an Employee's Partner including the Employee's former Partner;

	<p>b) a child or adult child (including an adopted child, a step child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee's Partner (including of the Employee's former Partner); or</p> <p>c) a member of the Employee's household; or any other person with whom the College is satisfied that the Employee has a genuine immediate family relationship.</p>
Injury	has the same meaning as prescribed under applicable Workers' Compensation Legislation.
Misconduct	Misconduct means unsatisfactory and/or inappropriate conduct or behaviour which can include serious misconduct.
Monash Professional Pathways (Monash Professional) Trainer	means a person employed principally to undertake training in programs related to workplace communication, workplace culture and supporting employability for undergraduate and graduate participants.
NES	means the National Employment Standards in the <i>Fair Work Act 2009</i> (Cth).
Nominated Employee	is an Employee whose fixed salary exceeds the highest salary and applicable superannuation rate prescribed in the highest classification level as outlined in the relevant schedule and who is engaged under an executive or associate contract of employment.
Ongoing Employment	means full-time or part-time employment, other than fixed-term, Sessional or casual employment.
Operative Date	means the date of commencement of operation of the Agreement as declared by the FWC.
Ordinary rate of pay	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 9, and Schedule 10 of this Agreement.
Partner	means a person of the opposite or same sex who is the Employee's spouse or lives with the Employee in a relationship as a couple on a genuine domestic basis.
Performance and Development Program	also referred to as Professional Enhancement Program (PEP), the company-wide process of preparing, executing and reviewing an Employee's work performance and exploring professional development opportunities through feedback and dialogue between an Employee and their manager.
Primary Carer's leave	means maternity, parental or adoption leave.
Professional Staff	means a person employed on a full-time, part-time or casual basis by the College in a classification defined in Schedule 2 (formerly known as General Staff).
Representative	means a friend, colleague or Union official but not a practising barrister or solicitor.
Sessional	means an Employee engaged to teach on a casual basis.
Union	means the "National Tertiary Education Industry Union" (NTEU).
University	means Monash University.
Unsatisfactory Performance	<p>means a consistent and/or serious failure of the Employee to perform work, or work to the expected standard reasonably required of them having regard to:</p> <ul style="list-style-type: none"> the nature and purpose of their position; and their level of classification.
Workers' Compensation Legislation	the Workers' Compensation Act 1958, the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013 or its successor, whichever is applicable.

3. Objectives

- 3.1 Monash College is owned by Monash University. Playing a key role in the delivery of the University's global engagement strategy, the College provides a range of educational programs and services that align with the high-quality standards of the University.
- 3.2 The College is committed to being a 'preferred employer' and aims to provide competitive conditions and benefits of employment, professional development and growth for Employees whilst driving productivity, efficiency and flexibility of the workforce to meet the dynamic demands of the domestic and international education market.
- 3.3 Employment security is an important objective for the College and to this end the College will endeavour to maximise Ongoing employment and maintain the overall size of the workforce during the operation of this Agreement. Without limiting the operative provisions of this Agreement regarding redeployment and redundancy, an objective of the College is to avoid widespread redundancies and to only use targeted redundancies when necessary.
- 3.4 The College has an objective of being an inclusive employer where all current and prospective staff are treated with respect and dignity, and where there is equal opportunity. The College is committed to making decisions equitably and (where practical and appropriate) transparently. Through training and continuous improvement a key objective is to provide a resilient work environment free from any form of unlawful discrimination, harassment, sexual harassment, bullying and vilification or victimisation.

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 three (3) years after the Operative Date.

5. Application and Parties Bound

- 5.1 This Agreement will be binding upon:
 - 5.1.1 the College;
 - 5.1.2 the Union; and
 - 5.1.3 the Employees of the College, as defined.
- 5.2 The Agreement is made under section 172(2)(a) of the Act.
- 5.3 College policies as amended from time to time at the sole discretion of the College, may be referenced in this Agreement, but do not form part of this Agreement.
- 5.4 College forms, procedures and policies dealing with matters covered by this Agreement must be consistent with the provisions of this Agreement and will not reduce an Employee's entitlements under this Agreement.

6. Availability of the Agreement

- 6.1 Copies of this Agreement will be available to each Employee at the commencement of this Agreement and on the College's intranet site.

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.

Your Employment

8. Terms of Engagement

8.1 Overview

- 8.1.1 Employees may be engaged by the College on an Ongoing, 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 College may employ in a particular mode of employment.
- 8.1.2 An offer of employment will be provided in writing and will outline the terms and conditions applicable to the Employee in sufficient detail.

8.2 Fixed-Term Employment

- 8.2.1 Fixed-term employment means that the College employs the Employee for a fixed period of time (the contract period).
- 8.2.2 The College is committed to maximising the length of fixed-term contracts. Where possible, fixed-term contracts will normally be for two years subject to the College's operational requirements (for example, projected student numbers, coverage for periods of leave such as long service leave and parental leave or secondment, short programs etc.).
- 8.2.3 Subject to the Employee's satisfactory conduct and performance, where an equivalent available position will exist at the expiry of the Employee's contract period, the College will offer a further engagement to the Employee. The College may offer any further engagement on a fixed-term basis.
- 8.2.4 Other than for a Transition To Retirement Contract under clause 79, the College 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 College will notify the Employee at least one (1) month prior to the expiry of the fixed-term contract; or
 - b) where the fixed-term contract is for a period greater than one (1) year, the College will notify the Employee at least three (3) months prior to the expiry of the fixed-term contract.

8.3 Part-time Employment

- 8.3.1 A part-time Employee is an Ongoing or fixed-term Employee who is engaged to work a specified number of hours per week, which is less than the ordinary weekly hours specified in clause 10.1.
- 8.3.2 A part-time Employee will 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.
- 8.3.3 The ordinary hours of a part-time Employee may be increased by written agreement between the Employee and the College.
- 8.3.4 The maximum face to face teaching hours for a part-time Diploma, Monash Professional Trainer, ELICOS or Academic Teacher will be their time fraction multiplied by the maximum face to face teaching hours equivalent of a full-time teacher as stipulated in this Agreement.
- 8.3.5 A part-time Employee will be rostered for a minimum of two consecutive hours on any day.

8.4 Casual Employees

- 8.5.1 Casual Employees are engaged by the hour and paid by the hour and may be engaged to undertake a single or specified number of tasks or sessions.
- 8.5.2 A casual Employee will be paid the ordinary rate of pay which is inclusive of a 25% casual loading.

8.5.3 Sessional Employees

- a) Employees may be engaged on a Sessional basis, where the engagement is:
 - i. to enable a suitably resourced teaching timetable/program to be implemented, with due regard being taken by the College to the availability of appropriately qualified and experienced Ongoing or fixed-term teaching staff; or
 - ii. short term work, or work of an ad hoc nature (for example to provide and deliver face to face teaching in the event of unforeseen absenteeism, or cover absences such as long service leave); or
 - iii. to deliver component(s) of a program (for example a unit) which is irregularly offered, or where there is uncertainty regarding future teaching resource requirements; or
 - iv. in response to business growth resulting in increased student numbers where there is uncertainty regarding future resource requirements.
- b) A Sessional Employee will be paid the ordinary rate of pay (as set out in the applicable Schedules) which is inclusive of a 25% casual loading.
- c) Sessional Employees are engaged by the hour and paid by the hour, and may be engaged to undertake a single or specified number of tasks or sessions.
- d) Diplomas, ELICOS and Monash Professional Pathways Sessional Employees with three (3) years or more Continuous Service will be paid at a teaching rate which is 3% above the Sessional teaching rates outlined in the applicable Schedules.
- e) In the event that the College is contemplating not renewing a Sessional Employee's engagement, the College will advise the Sessional Employee accordingly at the earliest opportunity.

8.5.4 Minimum payment periods

- a) A casual Professional Employee (non-teaching) will be paid for a minimum of three (3) hours for each engagement.
- b) A Sessional Employee will be paid for a minimum of two hours for each engagement, calculated in accordance with clauses 52 (**Diplomas**), 58 (**English**), 62 (**Monash Professional Pathways**) and 66 (**Bachelor of International Business**), as applicable.

9. Probation

- 9.1 All Ongoing and fixed-term appointments (full-time and part-time) will be subject to a maximum period of six (6) months' probation.
- 9.2 An existing Employee who is re-appointed or appointed to another position within the College will not be required to serve a new probation period.
- 9.3 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.
- 9.4 Upon the expiry of, or during the period of probation, the College may confirm or terminate the employment of the Employee.
- 9.5 Where the College makes a decision to terminate an Employee's probationary employment, the College must provide the Employee with two (2) weeks' notice or make payment to the Employee in lieu of two (2) weeks' notice, except where summary dismissal is warranted.
- 9.6 The Employee will be advised of, and will be given an opportunity to respond to, the College's reasons for its proposed decision to terminate the Employee's employment and any information the College intends to rely on as the basis for its proposed decision.

10. Hours of Work

- 10.1 Ordinary hours of work per week for Ongoing and fixed-term Employees are an average of 36.25 hours per week for all full-time Employees and as agreed for part-time Employees, worked within the spread of hours.
- With the exception of provisions contained elsewhere in this clause 10, ad hoc hours worked outside the spread of hours shall be paid at overtime rates of pay as provided in clause 11.
- 10.2 **Spread of Hours**
The spread of hours during which ordinary hours paid at the ordinary rate of pay may be worked, is between 8.00am and 6.00pm Monday to Friday.
- 10.3 **Regular hours of work performed outside the spread of hours**
- 10.3.1 Where the College requires work to be performed outside the spread of hours as defined in clause 10.2 on a regular basis to meet operational needs, the following shall apply:
- a) Employees engaged before the Operative Date with the appropriate qualifications, skills and experience may be requested, but not directed, to work.
 - b) Where there are not enough Employees who agree to work outside the spread of hours under clause 10.3.1(a), the College may engage Employees specifically to perform that work.
- 10.3.2 Employees engaged on or after the Operative Date may be required to work regular hours outside of the spread of hours after 6pm.
- 10.3.3 Regular hours of work performed outside the spread of hours in accordance with this clause 10 shall be worked under the following conditions:
- a) Employees shall not be required to work regular hours after 9.30pm on any day Monday to Friday.
 - b) Employees shall not be required to work regular 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 10.2, the Employee will be paid the following loadings for those additional hours worked:
 - Monday to Friday – up to the first three (3) hours worked outside the spread of hours – 20%
 - Monday to Friday – time worked after the first three (3) hours outside the spread of hours – 50%
 - Saturday – 50%
 - Sunday – 75%
 - e) The provisions of clause 11 do not apply to work performed in accordance with this clause 10.3.3.
 - f) The provisions of clause 10.3.3 are not applicable to Monash Professional Trainers who are paid in accordance with clause 63 and Schedule 8.
- 10.3.4 In scheduling work (in particular, outside of daylight hours) the College will ensure that reasonable arrangements are in place to address the personal safety and security of affected Employees.
- 10.4 **Meal Breaks**
- 10.4.1 An Employee will be entitled to a break for a meal after five (5) consecutive hours. Within these limits, the timing of meal breaks will be determined by agreement between the Employee and their manager.
- 10.4.2 A meal break will be at least thirty (30) minutes but not more than one (1) hour and time taken as meal breaks will not be paid for and will not be counted as time worked.

- 10.4.3 Morning and afternoon breaks of up to ten (10) minutes each may be taken at a time agreed between the Employee and their manager.

11. Overtime

- 11.1 The College may require an Employee to work reasonable hours in excess of the ordinary hours of work. The Employee will, on reasonable notice, work overtime as directed by their manager.
- 11.2 An Employee may refuse to work overtime in circumstances where working overtime would be unreasonable having regard to:
- 11.2.1 any risk to Employee health and safety;
 - 11.2.2 the Employee's personal circumstances including any family responsibilities;
 - 11.2.3 the notice (if any) given by the College of the overtime; and/or,
 - 11.2.4 any other relevant matter.
- 11.3 Where an Employee considers that there is a genuine requirement for them to work beyond their ordinary hours, this requirement must first be discussed with the Employee's manager. All claims for overtime require the manager's prior approval.
- 11.4 Where unforeseen circumstances (e.g. student emergency) make it impractical or counter-productive to seek prior management approval, an Employee may seek retrospective approval.
- 11.5 Any Employee who is granted approval to work off-site (in accordance with clause 13 (Flexible Work Practices) or 50 (Teacher Professional Autonomy), is not entitled to any overtime payment for work undertaken off-site, except where approved by the Employee's manager in advance.
- 11.6 Subject to clauses 10.3.3, 10.3.4, 11.2, 11.3, 11.5 and 11.11, Ongoing and fixed-term Employees will be paid overtime for work required to be performed:
- 11.6.1 in excess of the ordinary hours of work specified in clause 10.1 (hours of work); or,
 - 11.6.2 outside the applicable daily spread of hours provided for in clause 10.2.1 (the spread of hours),
- calculated on a daily basis for work performed in excess of the ordinary hours, or outside the 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.
- 11.7 Casual Professional Staff will be paid overtime on their Ordinary rate of pay (which is inclusive of a 25% loading) for work performed:
- 11.7.1 in excess of 7.25 hours per day; or,
 - 11.7.2 outside the applicable daily spread of hours provided for in clause 10.2 (provided that the work is not regular in accordance with clause 10.3.1, 10.3.2 and 10.3.3),
- calculated on a daily basis in accordance with the rates outlined in clause 11.6.2 (a) – (c).
- 11.8 Sessional ELICOS and Diploma Teachers will be paid overtime for approved work performed:
- 11.8.1 in excess of six (6) teaching hours on any given day; or,
 - 11.8.2 outside the applicable daily spread of hours provided for in clause 10.2 (provided that the work is not regular in accordance with clause 10.3.1, 10.3.2 or 10.3.3),
- calculated on a daily basis in accordance with the rates outlined in clause 11.6.2 (a) – (c).
- 11.9 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a weekly work cycle.
- 11.10 Sessional Monash Professional Trainers will be paid in accordance with clause 63 and BIB Sessional Academic Teachers in accordance with clause 66.

Note: overtime will not be applicable for Employees who undertake Sessional work in Monash Professional Programs or Sessional work as BIB Academic Teachers.

11.11 Specific provisions applicable to Ongoing and Fixed-term Employees

11.11.1 The salary of an Employee, for the purposes of calculating overtime, will include any higher duties allowance and any allowance relevant to the salary that is being paid to the Employee at the time the overtime is worked.

11.11.2 An Employee, by prior mutual agreement, may take time off in lieu (TOIL) of receiving a payment for the amount of overtime worked, as either:

- a) TOIL calculated in the same manner as for overtime payment; or,
- b) equivalent TOIL on an hour for hour basis, plus payment equal to the overtime penalty in excess of ordinary time.

11.11.3 An agreement for the purposes of clause 11.11.2 will be in writing and kept by the College as an employee record.

11.11.4 Where TOIL has been approved the following conditions will 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 College and must be formally applied for when TOIL is to be taken.
- c) In circumstances where TOIL has not been taken within three (3) months of accrual:
 - i. where requested by an Employee, TOIL accrued but not taken will be paid out at the overtime rate applicable to the overtime when worked.
 - ii. the College may advise the Employee that either the TOIL will be paid out as overtime, or they may be directed to take the TOIL within the next twenty (20) working days.
- d) Any untaken TOIL or TOIL not paid out as overtime as at the date of termination of the Employee's employment will be paid at the overtime rate applicable to the overtime worked.

11.11.5 The following category of Employees are not eligible for overtime payments but will receive TOIL for overtime worked:

- a) for Professional Staff – Levels 6 and above, as outlined in Schedule 2; and,
- b) for BIB Academic Teachers – Level B and above, as outlined in Schedule 11.

11.11.6 TOIL accrued under clause 11.11.5 will be provided on an hour for hour basis. The provisions of clause 11.11.4 will apply to this TOIL.

11.12 Specific provisions applicable to Sessional and Casual Employees

Provided that the Employee has submitted their timesheets by the due date for the applicable pay period, payment for overtime worked by a Sessional or casual Employee should 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 and in any event, no later than the following pay day.

11.13 Recall to Work

Where an Employee who is eligible for overtime payment has completed a day's work and has left work for the day and is then given notice by the College to return to work that day, overtime will be paid as described in clause 11 for those additional hours (including travelling time). The payment will be at least equivalent to three (3) hours' work at ordinary rates.

11.14 Rest Period after Overtime

11.14.1 Overtime should be arranged so Employees have at least ten (10) consecutive hours off duty between periods of duty whenever reasonably practicable.

- 11.14.2 An Employee asked to resume work without ten (10) consecutive hours of rest between periods of duty will be released and entitled to be absent for ten (10) consecutive hours without loss of pay.
- 11.14.3 An Employee asked to resume or continue work without ten (10) consecutive hours of duty between periods of duty will be paid at double time rates until he or she is released from duty. The Employee may then be absent for ten (10) consecutive hours without loss of pay.
- 11.14.4 Reasonable travel time will be provided in addition to a minimum ten (10) hour rest period. The travel time will be based on the period of time normally required to travel from the Employee's home to their place of work.
- 11.15 An employee who is required to work overtime may be entitled to receive an overtime meal allowance in accordance with clause 21.3.
- 11.16 Where an Employee is required to work approved overtime which finishes after 7.00 pm (8.00 pm during daylight saving) the College will provide the Employee with a taxi voucher for travel from the work location directly to the Employee's home.
- 11.17 **Reimbursement of Fares**
 - 11.17.1 If an Employee is required to work approved overtime which starts and/or finishes at a time when the usual means of transport between the Employee's home and place of work is not available, the College will pay a travel allowance equal to the difference between:
 - a) the Employee's normal cost of the travel; and,
 - b) costs actually incurred through the use of a reasonable alternative means of transport.
 - 11.17.2 Documentation and tax receipts and should be submitted for any reimbursement within a reasonable time of the expense being incurred.

12. Individual Flexibility Arrangements (IFA)

- 12.1 This clause constitutes the flexibility term referred to in section 202 of the Act.
- 12.2 An individual Employee and the College may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement, dealing with one or more of the following matters:
 - 12.2.1 allowing for ordinary hours of work of the Employee to fall outside the spread of hours in clause 10.2, provided that the individual flexibility arrangement must specify an alternative spread of hours which will apply for the purposes of determining the application of clause 11 (Overtime); and
 - 12.2.2 payment of salary by way of a "rolled-up" rate, that has been calculated to include annual leave loading and/or regular overtime.
- 12.3 The College will ensure that:
 - 12.3.1 Prior to entering into an arrangement the Employee is provided with the opportunity to have a Representative attend any meetings held for this purpose.
 - 12.3.2 The arrangement is genuinely agreed to by the College and the individual Employee.
 - 12.3.3 The College will ensure that the terms of the individual flexibility arrangement result in the Employee being better off overall than they would be if no arrangement was made.
- 12.4 Prior to entering into an individual flexibility arrangement the College will provide the Employee with at least three (3) working days to enable them to consider the terms of the proposed arrangement. However, the Employee may voluntarily confirm their agreement earlier.
- 12.5 The College will ensure that the individual flexibility arrangement:
 - 12.5.1 is in writing
 - 12.5.2 includes the name of the Employee and the College and;

- 12.5.3 is signed by both the College 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 their employment as a result of the arrangement; and,
 - d) states the day on which the arrangement commences ; and
 - e) is about matters permitted under Section 172 of the Act and does not contain unlawful terms under Section 194 of the Act.
- 12.5.4 is about matters permitted under Section 172 of the Act and does not contain unlawful terms under Section 194 of the Act.
- 12.6 The College must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 12.7 The College or Employee may terminate the individual flexibility arrangement by giving no more than twenty-eight (28) days' written notice to the other party to the arrangement, or any other time by agreement.
- 12.8 The right to make an agreement in accordance with this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the College and an individual Employee contained in any other term of this Agreement.

13. Flexible Work Practices

13.1 Overview

- 13.1.1 The College supports the provision of flexible work practices, which may support all Employees to better integrate their work-life obligations.
- 13.1.2 Flexible work practices may include the following types of working arrangements, but not limited to:
- a) "purchased leave" (i.e. where an Employee "purchases" an additional quantum of paid leave per year by adjusting their salary pro rata over the full 52 weeks) also referred to as a 'voluntary reduced working year';
 - b) variable attendance hours;
 - c) working from home;
 - d) part-time (fractional) appointments;
 - e) pre-retirement changes to progressively reduce working hours;
 - f) post-Primary Carer's leave flexibility; and
 - g) special leave without pay.

13.2 Flexible work request

- 13.2.1 An Employee may request a change in working arrangements for carer responsibilities or for other reasons. A request must be in writing and set out the details of change sought, the reasons for the change and preferred duration.
- 13.2.2 A request to vary working arrangements will be subject to the reasonable business grounds of the College and will be for a duration agreed between the Employee and the College. The College must give the Employee a written response to the request within twenty-one (21) days, stating whether the request is approved or not approved and if not, the reasons for that decision.
- 13.2.3 At the conclusion of the agreed duration the Employee will return to their substantive working arrangement, but may request to extend their variation of hours for another agreed period, or request a permanent change in their time fraction and these requests will be considered and approved by the College, subject to operational requirements.
- 13.2.4 If during the agreed duration, operational requirements change, after prior consultation with the Employee, the College may amend or terminate the flexible

work arrangement which has been implemented under this clause by giving at least three (3) months' notice or as agreed with the Employee.

13.3 Purchased Leave

- 13.3.1 Employees working a voluntary reduced year may make a voluntary superannuation contribution for the full working year.
- 13.3.2 An Employee must use their excess annual and long service leave balances (as defined in clause 26.4 and 29.3) before they will be eligible to participate in the purchased leave scheme.
- 13.3.3 Leave accrued during the term of the scheme will be paid at the reduced rate provided that leave accrued prior to the scheme will be available at the rate at which it accrued.
- 13.3.4 All annual leave accrued during the period of the purchased leave arrangement must be taken during that period.
- 13.3.5 Where an Employee ends their purchase leave arrangement early (including by ending their employment with the College) a pro rata salary adjustment will be made where necessary.

14. Indigenous Employment

- 14.1 The College recognises the need to assist Indigenous Australians with employment opportunities and Indigenous Employees with their training and career development and will explore the development of appropriate programs for this purpose.

15. Travel Between Work Locations and Change of Work Location

- 15.1 This clause applies only to Ongoing and fixed-term Employees.

15.2 Work at a Different Work Location

- 15.2.1 Employees will work at a designated work location and will not be assigned duties and responsibilities unreasonably at other work locations. 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.
- 15.2.2 The College will use its best endeavours 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.

15.3 Travel Between Work Locations

- 15.3.1 Where travel between the designated work location and other work locations incur additional travel costs, the Employee will be reimbursed in accordance with College policy. Where it is agreed that the Employee will use their own vehicle, a kilometre allowance as prescribed in clause 21.1 will be paid. Where it is reasonable for the Employee to use their own vehicle an appropriate parking permit or other appropriate arrangement will be provided, where possible.
- 15.3.2 Travelling time between work locations that occurs during 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 normally incur, may be counted by the College as either time worked, or paid at the single time rate at the College's discretion.

15.4 Change of Designated Work Location

- 15.4.1 The College may change the designated work location of an Employee subject to consultation with the Employee concerned.
- 15.4.2 An Employee who is required by the College to work at a different location and who relocates to a residence more convenient for travelling to the new designated work location within four (4) months of the change, will be entitled to two (2) days' paid leave for removal of household goods.

16. Redeployment

16.1 Redeployment

- 16.1.1 Where a decision has been made by the College which will result in changes to the number and/or nature of required positions, position descriptions will be developed for any new or changed positions and position evaluations will be completed for all affected positions.
- 16.1.2 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 with a view to redeploying them to another position, if a suitable alternative vacancy exists or is expected to exist in the immediate future. For clarity, "immediate future" would typically not exceed four (4) working weeks.
- 16.1.3 "Suitable alternative 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, or could do so with a reasonable amount of training (typically up to three (3) calendar months).
- 16.1.4 Where an Employee rejects an offer of redeployment to a suitable alternative vacancy the Employee will only be entitled to redundancy payments in accordance with the NES.
- 16.1.5 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.
- 16.1.6 If an Employee is redeployed to a position with a lower classification, their salary will 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 will be paid at the highest salary point within the classification range of the new lower classified position.
- 16.1.7 Where an Employee rejects an offer of redeployment to an alternative position at a lower classification under clause 16.1.5, the Employee remains entitled to redundancy payments in accordance with clause 80.

Your Remuneration

17. Classification of Employees

- 17.1 The College will classify positions in accordance with the classification structures in Schedules 2, 4, 6, 7, 11 and 12 of this Agreement and an Employee assigned to that position will be entitled to the appropriate salary rates not less than those specified in either of Schedule 1, 3, 5, 8, 9, and 10 of this Agreement.

18. Salary

- 18.1 All Employees will receive salary increases, payable from the commencement of the first full pay period on or after the dates, as follows:

Date of effect	Amount per annum
1 July 2019*	2%
1 July 2020	2%
1 July 2021	2%
1 July 2022	2%

*To be paid retrospectively on the first full pay period after the Operative Date .

18.2 Payment of Salaries

- 18.2.1 The minimum salary for each classification level is specified in Schedules 1, 3, 5, 8, 9 and 10.

- 18.2.2 Where an Employee is engaged as a casual or Sessional and there is no specified casual or Sessional rate, the relevant salary and any applicable allowances will be converted to an hourly rate with a 25% casual loading added.
- 18.3 **Fortnightly Pay**
- All Employees will be paid their salary on a fortnightly basis, by way of direct debit into any bank, building society or credit union account nominated by the Employee.
- 18.4 **Salary Deductions**
- 18.4.1 Where an Employee has been overpaid, the College may recover any overpayment by making deductions from monies due to be paid to the Employee, subject to receiving the written authority of the Employee to make deductions in accordance with this clause 18.4.
- 18.4.2 Where an Employee has been overpaid, the College will advise the Employee of the overpayment, and the options available for repayment. The College and the Employee will work in good faith to reach an agreed repayment arrangement. Agreement to a repayment arrangement will not be unreasonably withheld.
- 18.4.3 Deductions from pay for recovery of overpayments will not exceed eight (8) ordinary hours pay per fortnight (pro rata for fractional Employees) unless the Employee has agreed otherwise.
- 18.4.4 Where the Employee's employment has ceased, to the extent permissible by law, the College will offset any amounts payable to the Employee (including salary, allowances and accrued annual or long service leave) against the amount of the overpayment.
- 18.4.5 Where the Employee and the College cannot reach an agreement under clause 18.4.2 within four (4) weeks of the College notifying the Employee of the overpayment, the Dispute Resolution Procedure in clause 75 of this Agreement will be applied to achieve an outcome that allows the College to recover the overpayment.

19. Superannuation

- 19.1 The College will continue to make employer superannuation contributions to UniSuper for the life of this Agreement, as follows:
- 19.1.1 At the rate of 17% of Ordinary rate of pay as employer superannuation contribution for all Ongoing full-time and part-time Employees.
- 19.1.2 At the rate of 17% of Ordinary rate of pay as employer superannuation contribution for fixed-term Employees where the Employee:
- is on a fixed-term contract of two (2) years or more; or
 - is on a fixed-term contract of less than two (2) years and are engaged on a subsequent fixed-term contract that results in the total period of continuous employment being two (2) years or more. The 17% superannuation contribution will apply from the commencement date of that subsequent fixed-term contract.
- 19.1.3 For Sessional/casual or fixed-term Employees who do not meet the criteria outlined in clause 19.1.2, the College will continue to make employer superannuation contributions to UniSuper, or a complying superannuation fund as nominated by the Employee, for the life of this Agreement in accordance with the Superannuation Guarantee (Administration) Act 1992, as varied from time to time.
- 19.2 If a new Employee does not exercise a choice of fund, then the default fund will be UniSuper.

20. Salary Packaging

- 20.1 The College will make salary packaging arrangements available to all Ongoing, fixed-term, casual and Sessional Employees, in accordance with College policy (as varied from time to time).

- 20.2 An Employee may negotiate a salary package resulting in the Employee's base salary being restructured in favour of a mix of benefits and cash. 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.
- 20.3 Salary packaging is offered on the basis that there is no additional cost to the College. All administration costs charged by the salary packaging provider will be borne by the Employee. In addition, nothing in this clause prevents the College from including an administration charge to cover direct costs associated with salary packaging. However, no administration fees will be charged in relation to superannuation, car parking, gym membership or childcare.
- 20.4 If legislation or other changes result in increased cost of salary packaging to the College, the College may elect, at its discretion, to discontinue salary packaging or offer the Employee a new salary package where the Employee meets the additional cost. If the Employee does not accept the new offer, the College will discontinue salary packaging for that Employee.

21. Allowances

21.1 Vehicle Allowance

- 21.1.1 Where an Employee is required to use their private motor vehicle for College business, the Employee will be paid an allowance through the payroll system based on the motor vehicle kilometre rate specified by the Australian Taxation Office (ATO) applicable to the Employee's vehicle.
- 21.1.2 The allowance will be calculated at the ATO rate applicable as at 1 July each year.

21.2 Higher Duties Allowance (HDA)

- 21.2.1 An Employee who is required to act in a position of higher classification than the Employee's substantive position, will be eligible for payment of a HDA, provided they act continuously for a period of more than two (2) consecutive working weeks.
- 21.2.2 Where an Employee performs the full duties of a higher position, the Employee will be paid a HDA equal to the difference between the Employee's current salary and the salary payable had the Employee been promoted to the higher position.
- 21.2.3 Where an Employee performs a proportion (%) of the duties of a higher position, the Employee will be paid the proportion of the duties of the higher position undertaken. This will be the portion (%) of the difference between the Employee's current salary and the minimum salary of the higher duties position.
- 21.2.4 For the purpose of this clause, a public holiday will count as part of the qualifying period when an Employee acts in a higher position on the work days either side of the public holiday.
- 21.2.5 The HDA will be regarded as salary for the purposes of calculating all other types of allowances, including overtime, during the period of acting in the higher position.

21.3 Overtime Meal Allowance

A meal allowance will be paid as follows:

- 21.3.1 Weekdays – when the Employee has worked approved overtime for two (2) hours or more and continues working after 7.00 pm.
- 21.3.2 Saturdays and Sundays – when the Employee has worked approved overtime for five (5) hours or more – provided that the meal allowance will not be payable when an Employee could reasonably return home for a meal then resume duty.
- The quantum of the allowance will be \$18.79 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 (Cat. No. 6401.0).

21.4 **First Aid Allowance**

An Employee who has been appointed by the College as a designated First Aid Officer to carry out first aid duties at the worksite (in addition to their substantive position) will be paid an annual first aid allowance payable on a fortnightly basis based on the hours worked (or a pro rata basis) as follows:

Date of effect	Amount per annum
1 July 2019*	\$1098
1 July 2020	\$1120
1 July 2021	\$1142
1 July 2022	\$1165

*To be paid retrospectively from the Operative Date of the Agreement.

Note: annual allowance rounded to nearest dollar.

21.5 **Working With Children Check**

Ongoing or fixed-term Employees who obtain a Working With Children Check (WWCC) and who have at least two years of Continuous Service with the College 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 College of a receipt for payment.

21.6 **Travel Allowance**

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

- 21.6.1 The College will, where possible, provide vehicles or taxi vouchers for the use of Employees travelling locally within the Melbourne metropolitan or regional areas.
- 21.6.2 Employees should not use their own vehicle for business travel, unless authorised by their manager. In the event that this use is necessary, the College will reimburse the Employee at the rate per kilometre, outlined in clause 21.1.
- 21.6.3 Where Employees are required to travel interstate or overseas for business purposes, the provisions pertaining to business travel are outlined in the College's travel policy, as approved.

21.7 **Overseas Travel Allowance**

Where an Employee travels overseas on official business of the College, they will be reimbursed upon proof of receipts for all reasonable work-related expenses incurred including meals and incidental expenses, in accordance with the rates set out and varied from time to time by the ATO, in Taxation Ruling TD 2014/19 or its successor.

22. **Open Days**

- 22.1 The College's preference is to source 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 College may require additional Employees to work on the Open Day. The College will aim to provide at least one (1) month notice to Employees that are required to work.
- 22.2 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 11

Your Career Development

23. Professional & Career Advancement

- 23.1 The College recognises that professional development and career advancement of Employees is central to maintaining and advancing the fundamental objective of delivering a great student experience. Professional development can take many forms underpinned by the following objectives:
- 23.1.1 leverage innovative transition education theories and practices;
 - 23.1.2 promote excellence in learning and teaching;
 - 23.1.3 improve student learning outcomes;
 - 23.1.4 promote communities of practice;
 - 23.1.5 develop staff leadership and management capabilities; and
 - 23.1.6 facilitate the acquisition of Employee skills and knowledge, both for personal and professional development and for career advancement.
- 23.2 The College will support professional development that is directly linked to the strategic aims and business objectives of the College and supports the professional development of its Employees in ways that enhance their capacity to add value to the organisation and bolster the student learning experience.
- 23.3 Professional development can occur through a range of formal and informal work-related activities. Hence, in addition to discrete external and internal programs and courses, professional development can include a wide range of activities, such as collaboration, feedback, undertaking 'acting' roles and presenting at external forums.
- 23.4 The College will provide opportunity through the Performance and Development Program (PDP), for Employees to propose and discuss activities which may address individual staff professional development and training needs.
- 23.5 The College will annually allocate funding for Employee professional development and will ensure equitable access to professional development for Ongoing and fixed-term Employees, including higher duties assignments (where operationally appropriate to do so).
- 23.6 Professional development for Sessional Employees will be provided in accordance with clause 23.8.2 and 23.8.3.
- 23.7 To support professional development for Employees, the College will facilitate Professional Advisory Group(s) to make recommendations on professional development.
- 23.8 **Teaching Staff**
- 23.8.1 Teachers can become involved in a wide range of professional learning that supports the aims and objectives of their Division as part of the learning and development component of their PDP, including:
 - a) professional learning through participation in team projects;
 - b) undertaking learning activities that directly inform their work and support their individual development and goals;
 - c) special projects both on-shore and where appropriate, off-shore.
 - 23.8.2 Sessional teaching staff undertaking College mandated development/training programs will be entitled to paid time. Alternatively, professional development in the form of paid time to attend development opportunities such as in-house briefings, or to participate in relevant teaching projects, may be approved by the Sessional Employee's manager
 - 23.8.3 All approved professional development activities for Sessional Employees will be paid at the applicable non-teaching rate.
- 23.9 Management will use its best endeavours to schedule these activities during teaching- free times throughout the Academic Year.
- 23.10 The College is committed to providing opportunities to enhance professional development and continuous learning for Employees. The College may provide access to study

assistance in a number of different ways where there is a mutual benefit to the College and the Employee.

23.11 Study Assistance

23.11.1 The College may approve assistance for a course of study that the College deems to be relevant to the Employee's role.

23.11.2 Study Assistance includes:

- a) Study leave; and
- b) Financial assistance.

23.11.3 Consideration of all study assistance requests will be in accordance with the College's study assistance policy and will take into account the operational requirements of the work area. If a request for study assistance is refused the reasons for refusal will be provided.

23.12 Eligibility for Study Assistance

23.12.1 All Ongoing and fixed-term Employees are eligible to apply for study leave.

23.12.2 The following Employees are eligible to apply for financial assistance:

- a) Ongoing Employees;
- b) fixed-term Employees with at least twelve (12) months of Continuous Service with the College as at the date of application.

23.13 Study Leave

23.13.1 Eligible Employees may, with approval of the College, be granted study leave of up to four (4) hours per week to attend approved courses of study including examinations.

23.13.2 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.

23.13.3 The College may approve additional study leave for an eligible Employee, on either a paid or unpaid basis.

23.14 Financial assistance

Financial assistance may include partial or full reimbursement of tuition/enrolment fees at the discretion of the College.

24. Working Overseas

24.1 Where the College offers an Employee the opportunity to undertake professional development or a specific job assignment overseas, the overall conditions of the assignment will not disadvantage the Employee in terms of salary and leave provisions provided for in this Agreement.

24.2 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 (1) day, and starting work on the next day. This rest break will be for twenty-four (24) hours if the returning international flight is greater than twelve (12) hours.

Your Leave Entitlements

25. Leave Entitlements

25.1 Accrual of leave

25.1.1 Any period of annual leave, long service leave and personal leave an Employee is entitled to will accrue on a pro rata basis, according to the number of hours worked.

25.2 Absence on Unpaid Leave

25.2.1 An Employee will not be entitled to payment for public holidays or other types of leave during any period of unpaid leave.

25.2.2 An Employee will not accrue any paid leave entitlement during any period of unpaid leave.

25.3 Casual & Sessional Employees

25.3.1 Casual and Sessional Employees will be entitled to the following unpaid leave:

- a) Up to five (5) days of unpaid personal leave per year, where they are required to take leave due to a responsibility to provide care for a member of their Immediate Family. The relevant provisions in clause 27.2 will apply to this leave;
- b) compassionate leave as set out under clause 33;
- c) bereavement leave as set out under clause 34; and,
- d) Primary Carer's leave if they qualify in accordance with clause 30.
- e) Partners Leave if they qualify in accordance with clause 31.

25.3.2 Despite any other clause in this Agreement, casual and Sessional Employees will not be entitled to:

- a) paid leave of any kind, other than long service leave in accordance with clause 29 (Long Service Leave), clause 32 (Family Violence Leave) and court appearance leave, in accordance with clause 41 (Court Appearance leave);
- b) annual leave loading;
- c) College/public holidays not worked; and
- d) termination pay, including severance pay.

25.3 Notice

25.3.1 Unless a specific notice period is stated, the Employee must provide the College with reasonable notice of the intention to take leave under this Agreement.

25.4 Evidence

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

26. Annual Leave

26.1 Entitlement

26.1.1 A full-time Employee is entitled to annual leave of four weeks at their ordinary rate of pay for each completed year of service from the date of appointment. Annual leave accrues on a pro rata, daily basis and is cumulative.

26.1.2 Where an Employee on annual leave, becomes eligible to take a period of paid personal leave, the Employee may convert their annual leave to personal leave for the relevant period, provided they submit reasonable evidence satisfactory to the College for the period of paid personal leave.

26.1.3 The time of taking annual leave will be by mutual agreement between the Employee and their manager subject to operational requirements. The College will use every endeavour to respond to an application by an Employee for annual leave within seven (7) days. If approval is refused, the reasons for refusal will be provided.

26.1.4 When a teacher is on annual leave, the face to face teaching hours that a teacher would have normally taught during that period will be deducted from their maximum annual teaching hours as per clauses 53.1 and 59.1.1 and 67.1.

26.1.5 An Employee may apply for up to one week of annual leave in advance of accrual. Any approval for annual leave in advance will be subject to the Employee agreeing in writing to the College deducting an amount equivalent to the annual leave taken in advance (including applicable annual leave loading) from their final payments, should their employment end before they accrue the annual leave taken in advance.

- 26.2 **Annual Leave Loading**
- 26.2.1 Employees will be entitled to an annual leave loading equal to seventeen and one half (17½) percent of salary for the period of leave accrued.
- 26.2.2 Employees are eligible for the payment of leave loading at the time of taking accrued annual leave and upon termination.
- 26.3 **Annual Leave Planning**
- 26.3.1 The taking of annual leave for all teachers and Professional Staff will be planned in order to minimise the impact of annual leave on the operations of the College (including timetabled teaching arrangements) and to support Employees with family and carer responsibilities and other personal requirements.
- 26.3.2 For ELICOS teachers, 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.
- 26.3.3 To support workforce planning, all teachers must have an annual leave plan for the following Academic Year completed and lodged by November of the current year.
- 26.3.4 Where the College engages Employees on annualised contracts, the Employee and the College may agree to plan some or all of the Employee's annual leave in advance.
- 26.4 **Accumulated Annual Leave Management**
- 26.4.1 When a full-time Employee's annual leave balance approaches or exceeds forty (40) days (or pro rata where applicable) (referred to as an '**Excessive Annual Leave Balance**'), the College may ask the Employee to provide a plan to their manager 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).
- 26.4.2 The Employee must provide this plan within ten (10) working days.
- 26.4.3 Where an Employee is on an extended period of leave (such as long service leave, personal leave or Primary Carer's leave) at the time the Employee's leave balance become excessive, the Employee will be given a reasonable time after returning from the leave to submit the required plan.
- 26.4.4 If the Employee does not provide a plan or the College does not agree with the plan, the College may direct the Employee to take annual leave. This direction will only be made after the College has consulted with the Employee and provided the Employee with at least eight (8) weeks' prior notice.
- 26.5 **Cashing Out Excess Annual Leave**
- 26.5.1 Where an Employee has an Excessive Annual Leave Balance, an Employee may ask to cash-out their accrued annual leave provided that:
- the Employee must retain an entitlement to at least twenty (20) days annual leave (or pro rata where applicable);
 - there is agreement in writing to the cashing out of leave;
 - the Employee will be paid the full amount that would have been payable had the annual leave been taken; and
 - the College will make the applicable superannuation contribution on the annual leave being cashed out on behalf of the Employee.
- 26.5.2 The maximum amount of accrued annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 26.5.3 The College will keep a copy of an agreement reached under clause 26.5.1(b) as an employee record.
- 26.5.4 The College will consider a request to cash-out leave by an Employee having regard to the following factors:
- the Employee's leave balance;

- b) the Employee's wellbeing in terms of adequate time away from the workplace;
 - c) information provided by the Employee in their request.
- 26.5.5 The College will advise of its decision within ten (10) working days.

27. Personal Leave

27.1 Entitlement

- 27.1.1 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 (carer's leave) to a member of their Immediate Family (as defined in clause 2 of this Agreement).
- 27.1.2 An Employee is entitled to personal leave at the Employee's ordinary rate of pay for fifteen (15) working days for each completed year of service from the date the Employee starts with the College. An Employee's entitlement to Personal leave accrues progressively during a year of service, and accumulates from year to year.
- 27.1.3 Untaken personal leave will not be paid out on termination of employment.
- 27.1.4 An Employee who is re-employed by the College after a period of twelve (12) months or less, will be re-credited their accrued untaken personal leave balance as at the time the Employee's employment with the College ended.
- 27.1.5 Where a period of illness or carer responsibilities exceeds the Employee's personal leave balance, the College may approve one or more of the following options to support the Employee:
 - a) personal leave in advance provided the period of advanced leave will be accrued within the current year of service;
 - b) up to five (5) days annual leave; or
 - c) make up time, whereby an Employee may choose to perform additional work approved by the College at ordinary time to make up for time lost.
- 27.1.6 With the agreement of the College, an Employee may take their accrued personal leave on half pay in order to take double the period of leave (provided that leave entitlements will accrue at half rate when leave at half pay is taken).
- 27.1.7 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.

27.2 Evidence requirements

- 27.2.1 An Employee must provide the College with appropriate evidence for any day of personal leave, where the personal leave:
 - a) forms part of a period of absence in excess of two (2) consecutive days;
 - b) is in excess of five (5) aggregate working days in any year of service;
 - c) abuts a period of annual, special or long service leave or leave without pay; or
 - d) abuts a public or College holiday.
- 27.2.2 If the Employee does not provide the College with evidence that the College considers sufficient, the period of absence from duty will be unpaid or the Employee may request that the absence be taken as annual leave.

27.3 Personal leave for Teaching staff

- 27.3.1 Where a teacher takes personal leave, the timetabled teaching hours during the period of approved personal leave will be deducted from the maximum teaching hours per year, as outlined in clauses 53.1, 59.1.1 and 67.1 respectively.

27.4 Transfer or personal leave credits

- 27.4.1 The College will transfer personal leave credits from Australian Higher Education institutions within the national education system in the following circumstances:

- a) The period of time between the Employee starting at the College and ending employment with the eligible previous employer is twelve (12) months or less.
 - b) The Employee applies to the College for recognition of prior service recognition within six (6) months of starting at the College.
- 27.4.2 The College will recognise the Employee's personal leave at the time the Employee's employment with the former employer ended of up to thirty (30) days of personal leave.

28. College Holidays

28.1 Entitlement

- 28.1.1 Unless substituted in accordance with this Agreement or under the Act, all Employees will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay: New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Queen's Birthday, Grand Final Eve Day, Melbourne Cup Day, Christmas Day and Boxing Day, or other days declared by the CEO. When New Year's Day, Christmas Day and/or Boxing Day occur on a Saturday or Sunday the College will observe a substitute holiday.
- 28.1.2 The College and an Employee may agree to substitute another day for a day that would otherwise be a holiday.
- 28.1.3 The College and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day holiday.
- 28.1.4 Subject to agreed substitution under clause 28.1.2 and 28.1.3, where a holiday occurs during the period an Employee is absent on paid leave, no deduction will be made for that day from an Employee's paid leave credits.
- 28.1.5 Where an Employee and the College agree to substitute a holiday under clause 28.1.2 and 28.1.3 the original holiday becomes an ordinary work day and no penalty rates will apply to work performed on that day.

28.2 College closedown

- 28.2.1 An Employee and the College may agree, subject to agreed substitution under clause 28.1.2 and 28.1.3, that Labour Day, Queen's Birthday, and Melbourne Cup Day are to be normal working days without penalty payments for time worked on those days.
- 28.2.2 If substitution of these public holidays is agreed, the College will grant five (5) non-cumulative holidays (i.e. one and two third (1⅔) days) for each of the nominated days worked ("substitute holidays"). These substitute holidays will be taken during the College's closedown period on the days falling between Christmas Day and New Year's Day (excluding any Saturday or Sunday or public holidays).
- 28.2.3 If an Employee agrees to work during the closedown period, the substitute holidays will be taken at an alternative date agreed between the College and the Employee before the closedown period in the next Academic Year.
- 28.2.4 Where the number of substitute holidays exceed the number of days available in a particular closedown period, the remaining substitute holidays will be taken at

an alternative date agreed between the College and the Employee before the closedown period in the next Academic Year.

- 28.2.5 Where an Employee's employment with the College ends, any time accrued under this clause but not taken, will be paid out.

28.3 **Public Holidays Not Worked or Substituted**

- 28.3.1 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 during the closedown, the Employee will take annual leave for each of the days not worked during the College's closedown period (excluding any Saturday or Sunday or public holidays).
- 28.3.2 Where an Employee does not agree to substitution of Labour Day, Queens Birthday and Melbourne Cup day pursuant to clauses 28.1.2, 28.1.3 and 28.2.1 of this Agreement, the Employee will take annual leave during the College's closedown period (excluding any Saturday or Sunday or public holidays).
- 28.3.3 Where an Employee has insufficient annual leave to cover the closedown period, the absence will be treated as leave without pay.

29. Long Service Leave

29.1 **Entitlement**

- 29.1.1 An Employee will be entitled to paid long service leave of thirteen (13) weeks after ten (10) years of Continuous Service and 1.3 weeks for each additional year of recognised service, paid at the Employee's ordinary rate of pay. However, an Employee may apply to the College for long service leave after seven (7) years' service.
- 29.1.2 A request for long service leave may be for any period of one (1) day or greater but would not ordinarily be for a period of less than one (1) week.
- 29.1.3 Long service leave may be taken on full-pay or half-pay with double the time of leave (provided that leave entitlements will accrue at half rate when leave at half pay is taken).
- 29.1.4 An Employee is entitled to choose the time for taking long service leave, provided that the Employee provides the relevant Executive Director with at least six (6) months' written notice, or the relevant Executive Director is satisfied that a shorter notice period can be accommodated having regard to operational needs, the Employee's work commitments and the duration of the Employee's proposed absence from work.
- 29.1.5 Where an Employee on long service leave becomes eligible to take a period of paid personal leave, the Employee may convert their long service leave to personal leave for the relevant period, provided they submit reasonable evidence satisfactory to the College of their eligibility for the period of paid personal leave.
- 29.1.6 Where an Employee's employment ends after seven (7) years or more of Continuous Service, the Employee will be entitled to be paid in lieu of long service leave accrued but not taken at the date of termination.
- 29.1.7 An Employee whose employment with the College ends due to ill-health or death after four (4) or more years' Continuous Service, will be entitled to payment in lieu of their accrued long service leave.

29.2 **Recognition of prior service**

- 29.2.1 Service with the following employers will be recognised as prior service for the purposes of qualifying to access long service leave:
- a) any public Australian University or TAFE Institute;
 - b) the Victorian Public Service;
 - c) other employers as agreed by the CEO of the College; and

- d) Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board.
 - 29.2.2 The College will recognise the prior service with eligible employers where:
 - a) the period of time between the Employee starting at the College and ending employment with the eligible previous employer is twelve (12) months or less; and
 - b) the Employee applies to the College for recognition of prior service within six (6) months of starting at the College.
 - 29.2.3 For the purpose of long service leave, the College will recognise the Employee's service at the time the Employee's employment with the former employer ended, up to seven (7) years.
 - 29.2.4 Any long service leave already taken (or paid in lieu) will be deducted from the entitlement to be recognised.
 - 29.2.5 Prior service will be recognised for the following purposes:
 - a) prior service with the University and the College will 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. For example, if the College recognises three (3) years of prior continuous service with the University, then the Employee will accrue a pro rata entitlement to long service leave after four (4) years, based on seven (7) years' service; and
 - b) prior service with any other eligible employers will only be recognised for the purpose of qualifying for long service leave (i.e. to meet the minimum employment period of seven (7) years). For example, if the College recognises three (3) years of continuous service with a former employer, the Employee will accrue a pro rata entitlement to long service leave after four (4) years, based on four (4) years' service.
 - 29.2.6 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 College, except with the approval of their Executive Director.
- 29.3 **Accumulated Long Service Leave Management**
- 29.3.1 In order to manage the accumulation and taking of long service leave, accumulated long service leave of over four and a half (4.5) months will be considered excessive.
 - 29.3.2 Where an Employee has an excessive long service leave balance, the College may request the Employee to present a plan for reducing their long service leave balance to three (3) months or less.
 - 29.3.3 Where an Employee is on an extended period of paid leave (such as personal leave or Primary Carer's leave), the Employee will be given a reasonable time after returning from leave to submit their plan.
 - 29.3.4 If the Employee does not provide a plan or the College does not agree with the plan, the College may direct the Employee to take up to three (3) months long service leave. This direction will only be made after the College has consulted with the Employee and provided the Employee with at least three (3) months' notice.
- 29.4 **Definitions**
- 29.4.1 For the purpose of clause 29.1:
 - a) a '**week**' means:
 - i. in the case of full time or part-time staff, five (5) days; or
 - ii. in the case of Sessional or casual staff, the average weekly number of hours worked over the previous twelve (12) months prior to commencing long service leave (provided that the payment does

not fall below the Employee's entitlement under State long service leave legislation).

- b) **'average weekly number of hours'** means: the amount 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).
- c) The 'Employee's ordinary rate of pay' means:
 - i. in the case of an Ongoing or fixed-term Employee: the ordinary pay the Employee receives for their ordinary hours worked in a normal week; or
 - ii. in the case of a casual or Sessional Employee, the hourly rate applicable immediately prior to the Employee commencing long service leave.

30. Primary Carer's Leave

30.1 The provisions set out in this clause 30 are applied in conjunction with, and are supplementary to, the NES provisions relating to parental leave.

30.2 Eligibility

30.2.1 Primary Carer's leave is available to an Employee who submits a statutory declaration stating that they are:

- a) to be the primary care giver for a new baby and specifying the expected date of delivery;
- b) an approved applicant for the adoption of a child and are to be the primary carer; or
- c) to be the primary carer for a child as a result of a permanent care order where the child has not already spent six months in the Employee's care before start of that order.

30.3 Notice

30.3.1 The Employee will provide written notice of their intention to take Primary Carer's leave:

- a) at least ten (10) weeks before starting the leave; or
- b) if that is not practicable, as soon as practicable (which may be a time after the leave has started).

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

30.4 Entitlement

30.4.1 An Ongoing or fixed-term Employee who has Continuous Service for twelve (12) months or more is entitled to leave on full pay for a continuous period of twenty (20) weeks paid leave to be taken any time:

- a) within the period commencing six (6) weeks prior to the expected date of delivery of a new baby and concluding no later than 52 weeks after the delivery of the new baby; or
- b) from the date of placement of an adopted child and concluding no later than 52 weeks after the date of placement, as applicable.

30.4.2 An Ongoing or fixed-term Employee who has not yet been employed for a continuous period of twelve (12) months is entitled to leave on full pay for a continuous period at the rate of 1.66 weeks for each completed month of service to be taken any time:

- a) within the period commencing six (6) weeks prior to the expected date of delivery of a new baby and concluding no later than 52 weeks after the delivery of the new baby; or
- b) from the date of placement of an adopted child and concluding no later than 52 weeks after the date of placement, as applicable.

- 30.4.3 An Employee may take this entitlement to paid Primary Carer's leave on half pay in order to take double the period of leave (provided that leave entitlements will accrue at half rate when leave at half pay is taken).
- 30.4.4 In addition to paid Primary Carer's leave, eligible Employees are entitled to leave without pay to bring the total continuous absence to a period of twelve (12) months.
- 30.4.5 Primary Carer's leave without pay may be taken:
- a) within the period commencing six (6) weeks prior to the expected date of delivery of a new baby and concluding no later than 52 weeks after the leave commenced; or
 - b) any time from the date of placement of an adopted child and concluding no later than 52 weeks after the leave commenced.
- 30.4.6 An Employee will be entitled to access up to two (2) days of annual leave to attend any interviews or examinations related to the Employee's adoption of a child. Where an Employee does not have sufficient annual leave they will be entitled to access up to two (2) days of unpaid leave for this purpose.
- 30.4.7 An Employee on Primary Carer's leave:
- a) may use accrued annual leave and long service leave to cover any of the period of leave without pay;
 - b) who contracts an illness resulting from pregnancy or childbirth which extends beyond the period of paid Primary Carer's leave and provides a medical certificate or statutory declaration satisfactory to the College, will be entitled to access accrued personal leave for the period of that illness; or
 - c) whose child contracts or is born with an illness which extends beyond the period of paid Primary Carer's leave will, upon providing a medical certificate or statutory declaration satisfactory to the College, be entitled to access accrued personal (carer's) leave for the period of the child's illness.
- 30.4.8 Normal incremental advancement within salary classifications will continue during Primary Carer's leave.
- 30.4.9 Where an Employee has varied their time fraction during the twelve (12) months immediately prior to commencing Primary Carer's leave, any entitlement to paid leave will be based on the average time fraction worked during the preceding twelve (12) month period.
- 30.4.10 An Employee on a fixed-term contract whose contract expires during a period of paid Primary Carer's leave will not be eligible for further Primary Carer's leave after the date of expiry of the contract unless they are re-employed for a further fixed-term, under a successive contract with no break in service.
- 30.4.11 A casual or Sessional Employee who has been employed for a period of at least twelve (12) months and has been working regularly during that period, will be entitled to all leave specified in this clause subject to the same conditions for granting the leave, except that the Primary Carer's leave will be unpaid (unless, in accordance with clause 30.3.7(a), the Employee uses accrued long service leave concurrently with the entitlement to unpaid Primary Carer's leave).
- 30.4.12 A casual or Sessional Employee who has worked continuously for a period of twelve (12) months or more at the time of leave commencing and who has a combination of fixed-term or Ongoing employment during the twelve (12) months immediately prior to commencing leave, will be entitled to all leave specified in clause 30.3, except that the Employee will be entitled to paid leave based on the component of fixed-term/Ongoing service and unpaid leave based on the Sessional/casual component of service.
- 30.4.13 Any entitlement accessed under clause 31 (Partner Leave) will be deducted from an Employee's total paid entitlement under this clause.

30.5 **Pre-natal leave**

- 30.5.1 In addition to the paid leave specified in clause 30.4 and clause 31, an Ongoing or fixed-term Employee who is pregnant (or whose partner is pregnant) and has

Continuous Service for twelve (12) months or more, is entitled to leave on full pay to attend for pre-natal medical appointments, as follows:

- Paid time of up to three (3) hours on up to ten (10) occasions to attend a medical appointment in the lead up to the birth of a child.

30.5.2 An Ongoing or fixed-term Employee who has not yet been employed for a continuous period of twelve (12) months is entitled to prenatal leave in accordance with 30.5.1, provided that such leave shall be on a without pay basis.

30.6 Transfer to a safe job

30.6.1 In circumstances where an Employee is pregnant and 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 because of illness, or the risks arising out of her pregnancy, the College must transfer the Employee to an appropriate safe job or provide the Employee with paid leave for the risk period.

30.7 Extending Primary Carer's leave

30.7.1 An Employee will be entitled to extend the period of Primary Carer's leave provided that the total period of leave does not extend beyond twenty-four (24) months after the birth or adoption of the child.

30.7.2 An Employee must request the extension in writing at least eight (8) weeks before the end of the initial period of Primary Carer's leave.

30.7.3 The College will respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The College may refuse the request on reasonable business grounds and will include the reasons for the refusal in the written response.

30.8 Consultation with Employee on Primary Carer's leave

30.8.1 Where the College makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-Primary Carer's leave position, the College will take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

30.9 Return from Primary Carer's leave

30.9.1 An Employee will confirm their intention to return to work by providing written notice of not less than four (4) weeks' prior to the end of their period of Primary Carer's leave.

30.9.2 A request to reduce the period of leave originally specified in clause 30.4 will be subject to approval by the College.

30.9.3 When an Employee returns from Primary Carer's leave, they will be entitled to resume work in the position they held before taking Primary Carer's leave.

30.9.4 If, when the Employee returns from Primary Carer's leave, the Employee's previous position no longer exists, the Employee will be managed in accordance with the redeployment and redundancy provisions of this Agreement. In the case of fixed-term Employees, this entitlement to resume work applies only whilst their current contract term remains operative.

30.9.5 In the case of a casual or Sessional Employee, clause 30.8.4 will 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.

30.9.6 An Employee who is the primary care giver of a child may, no less than six (6) weeks prior to returning from Primary Carer's leave, apply to their manager to return on a reduced fraction of employment basis, for an agreed period of time, following which the Employee will be entitled to return to the substantive fraction of employment.

30.9.7 Where an Employee makes application to return to work part-time, the Employee's Executive Director will approve the application, subject to operational requirements, particularly in relation to teaching obligations and maintenance of service delivery. Where the Executive Director declines the Employee's request, they will provide reasons to support that decision.

30.10 **Pregnancy complications**

- 30.10.1 An Employee whose pregnancy, having proceeded for a period of twenty (20) weeks or more, suffers a miscarriage or results in a still-born child, will be entitled to:
- a) paid leave as per clause 30.4.1 or 30.4.2 (as applicable); or
 - b) where the Employee has commenced leave, the period of paid leave remaining; or
 - c) leave without pay as will bring the continuous leave to a total period not exceeding six (6) calendar months, or a longer period as may be certified by a medical practitioner up to a maximum of twelve (12) months.
- 30.10.2 An Employee whose pregnancy, having proceeded for twelve (12) weeks but less than twenty (20) weeks, suffers a miscarriage or results in a still-born child will be entitled to leave without pay as may be certified by a medical practitioner up to a maximum of twelve (12) months.

31. Partner Leave

- 31.1 The provisions set out in this clause 31 are applied in conjunction with, and are supplementary to, the NES provisions relating to parental leave.
- 31.2 This clause applies to an Employee who submits a statutory declaration that they are the Partner of a person who is pregnant or who has accepted responsibility for the primary care of a child for which the Employee is not the primary care giver.
- 31.3 The Employee will be entitled to leave on full pay for up to ten (10) working days (pro rata for Employees with less than 12 months service), taken in a single period, to assist the birth mother or the primary care giver. This leave will be taken within the period commencing one (1) week prior to the expected date of the birth and concluding six (6) weeks after the birth or, in the case of adoption of a child, within six (6) weeks from the date of placement.
- 31.4 At least ten (10) weeks prior to each proposed period of leave, the Employee will give the College written notice stating the dates on which they propose to start and finish the period or periods of leave and produce the required satisfactory supporting information. The Employee will not be in breach of this requirement if emergency circumstances arise and make this impractical.
- 31.5 The period of Partner leave taken may, with the consent of the College, be shortened by the Employee giving at least fourteen (14) days' written notice.
- 31.6 Provided the total of any leave, including leave taken under this clause, does not exceed fifty (50) weeks, an Employee may, in lieu of or in conjunction with Partner leave, take any accrued annual leave or long service leave or leave without pay.
- 31.7 Paid personal leave or other paid authorised absences (excluding annual leave or long service leave) will not be available to an Employee during their absence on partner leave.
- 31.8 Normal incremental advancement within salary classifications will continue during Partner leave.
- 31.9 A casual or Sessional Employee who has been employed for a period of twelve (12) months or more and has been working regularly during that period, will be entitled to all leave specified in clause 31.3, except that the leave will be without pay.

32. Family Violence Leave

- 32.1 The College understands that Employees can experience situations of violence or abuse in their personal life that may affect their attendance or performance at work, as well as their personal wellbeing and that of their dependents.
- 32.2 The College will provide Employees (including Sessional and Casual Employees) experiencing Family Violence a broad range of support, including:
- 32.2.1 access to up to twenty (20) paid days of family violence leave per year;
 - 32.2.2 access to accrued personal, annual and long service leave;
 - 32.2.3 flexible working arrangements, including changes to working times consistent with the needs of the workplace;
 - 32.2.4 changing work location, work telephone number or email address;

- 32.2.5 temporary loan of a work-provided mobile phone;
- 32.2.6 financial assistance by providing the Employee an immediate advance on their next classification increment and/or salary increase as provided for in this Agreement, which is then paid lump sum;
- 32.2.7 reimbursement for emergency accommodation and associated expenses up to the value of \$1,500; and
- 32.2.8 access to the College's Employee Assistance Service, for themselves and affected dependants.
- 32.3 Where an Employee requests support, they must submit their request to their Executive Director or the College's designated Family Violence contact officer. Approval of the request will be subject to endorsement by the Executive Director, People & Culture.
- 32.4 For the purposes of approving a request for support, the Executive Director, People & Culture may require the provision of appropriate documentary evidence as to the occurrence or threat 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, lawyer or other information acceptable to the College.

33. Compassionate Leave

- 33.1 Leave at the ordinary rate of pay for up to three (3) working days will be granted to an Employee for each occasion when the Employee or a member of the Employee's Immediate Family:
 - 33.1.1 contracts or develops a life threatening personal illness; or,
 - 33.1.2 sustains a life threatening personal injury.
- 33.2 An Employee must give their manager notice 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.
- 33.3 Where required by the College, an Employee must give the College evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in clause 33.1.
- 33.4 Where the period of leave granted as per clause 33.1 is inadequate due to special circumstances, such as the necessity of the Employee undertaking extensive travel, the Employee may apply for special leave under clause 43.
- 33.5 A Sessional or casual Employee will be entitled to all leave specified in this clause subject to the same conditions for granting the leave, except that the leave will be without pay.
- 33.6 The entitlement in this clause 33 is in addition to an Employee's entitlement to personal leave under clause 27 of this Agreement.

34. Bereavement Leave

- 34.1 Leave at the ordinary rate of pay will be granted to an Employee as follows:
 - 34.1.1 up to a maximum of five (5) days' paid leave for each occasion of a death of a member of their Immediate Family;
 - 34.1.2 up to a maximum of one (1) day paid leave for each occasion of 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 Partner of the Employee; and
 - 34.1.3 up to four (4) hours' paid leave for each occasion of the death of a distant relative, friend or work colleague.
- 34.2 For the purposes of clause 34.1, an Employee must give their 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.
- 34.3 Where the period of leave granted under this clause is inadequate due to special circumstances, such as a delayed funeral or the necessity of the Employee undertaking extensive travel, the Employee may apply for special leave under clause 43.

- 34.4 A Sessional or casual Employee will be entitled to all leave specified in this clause, subject to the same conditions for granting the leave, except that the leave will be without pay.
- 34.5 The entitlement in this clause 34 is in addition to an Employee's entitlement to personal leave under clause 27 of this Agreement.

35. Volunteering Leave

- 35.1 All Ongoing and fixed-term Employees will be entitled to one (1) day of volunteering leave per year to volunteer with a community organisation approved by the College.
- 35.2 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.
- 35.3 Volunteering leave will not accrue from year to year.

36. Blood Donor Leave

- 36.1 With prior agreement from their manager, an Employee is entitled to paid leave to:
- 36.1.1 attend the Blood Bank nearest to the Employee's designated work location; or
- 36.1.2 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.
- 36.2 The maximum period of paid leave is one (1) hour for each attendance, unless otherwise agreed.

37. Jury Service

- 37.1 An Employee who is required to attend a court for the purpose of jury service will be entitled to leave on full pay for the duration of the attendance.
- 37.2 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 leave will be converted to jury service leave.
- 37.3 The College will not deduct any fees paid to the Employee for undertaking the jury service from the Employee's salary.

38. Defence Reserve Forces & Repatriation Leave

- 38.1 **Defence Reserve Forces Leave**
- 38.1.1 An Employee who is a member of the Defence Reserve Forces will be entitled to:
- a) Leave on full pay for the purpose of attending an annual training camp. This leave will be for a maximum of eighteen (18) calendar days.
- b) Leave with pay for a period not exceeding fourteen (14) calendar days per calendar year to attend up to two (2) schools, classes or courses of instruction conducted by or on behalf of the Defence Forces Reserve. The amount paid to the Employee will be the amount the Employee would have received had the Employee remained on duty, less any pay and allowances received by the Employee for undertaking their attendance.
- 38.2 **Repatriation Leave**
- 38.2.1 An Employee will be entitled to special repatriation leave for illness due to disabilities certified by the Department of Veterans' Affairs as having directly resulted from war service.
- 38.2.2 Repatriation leave will be granted at the ordinary rate of pay up to fifteen (15) days during each year of service and will not be deducted from the Employee's personal leave balance.
- 38.2.3 Repatriation leave will accumulate if not taken provided that the maximum total of the accumulated leave is 100 days.

39. Firefighting and Emergency Assistance Leave

- 39.1 An Employee who is a member of a voluntary organisation called upon by the government or an authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance, will be entitled to leave on full pay for the period the Employee participates in operations, provided that the services of the Employee are actually required by the voluntary organisation or other recognised authority.
- 39.2 An Employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency will be entitled to leave on full pay for the duration of operations.
- 39.3 An Employee granted leave in accordance with this clause will be entitled to a further one (1) day's leave on the completion of the service for the purpose of recovering from the participation.

40. Ceremonial & Religious Leave

40.1 Ceremonial leave

- 40.1.1 Employees who identify as members of the Aboriginal or Torres Strait Islander community will be entitled to up to a maximum of five (5) days' paid leave and ten (10) days' leave without pay per calendar year for the purpose of preparing for, or attending to relevant cultural duties and events and/or fulfilling ceremonial obligations. Examples of activities for which ceremonial leave may be granted include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.
- 40.1.2 Under normal circumstances, the Employee must provide at least two (2) weeks' notice in writing (usually by providing an application for leave form) of the Employee's intention to take Ceremonial leave.
- 40.1.3 An Employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

40.2 Religious Purposes Leave

- 40.2.1 An Employee will be entitled to up to one (1) day's paid leave and two (2) days' leave without pay per calendar year for the purpose of observance of nominated religious occasions as set out in the Multi Faith Calendar published annually by the Faith Communities Council of Victoria, provided that appropriate notice is given.
- 40.2.2 Where a religious holiday is not included in the Multi Faith Calendar, an Employee may apply to the Executive Director, People & Culture requesting that the religious holiday be recognised by the College for the purpose of religious purposes leave.

41. Court Appearance Leave

- 41.1 An Ongoing or fixed-term Employee who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to their employment (which includes an Employee who is a witness in proceedings of a Tribunal or Commission) will be entitled to leave on full pay for the period of the court appearance, including reasonable travel time.
- 41.2 An Employee who is required to appear in court in a capacity other than as specified in clause 41.1 will be entitled to leave without pay for the period of the appearance.
- 41.3 An Employee engaged on a casual or Sessional basis will be entitled to payment when subpoenaed to give evidence on matters directly related to their employment with the College (which includes an Employee who is a witness in proceedings of a Tribunal or Commission). Where the Employee is rostered to work they will receive paid leave. If the Employee is not rostered to work they will be paid by the hour. For Sessionals, payment will be at the non-teaching rate.

42. Industrial Relations Training Leave

- 42.1 In support of the College's objective of improved consultation and negotiation about issues affecting Employees, the College 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:

- 42.1.1 at least four (4) weeks' notice is provided to the College 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;
 - 42.1.2 the absence will not adversely impact on the College's operations; and
 - 42.1.3 the leave is within a College-wide global maximum of 72.5 hours allowed for trade Union training purposes in any one calendar year.
- 42.2 Where the above criteria are satisfied, College approval will not unreasonably be withheld.
- 42.3 The College 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 support of the College's objective of improved consultative and negotiation processes.
- 42.4 At its discretion, the College may agree to provide additional industrial relations training leave where special circumstances exist.

43. Special Leave

43.1 Paid Special Leave

The College may, at its discretion, grant special leave with pay.

43.2 Special Leave Without Pay

- 43.2.1 An Employee may apply to the College for leave without pay in order to undertake a variety of activities that would necessitate a lengthy absence from their employment and would otherwise require them to end their employment, for example:
- a) career break leave to enhance their professional and personal development;
 - b) leave to stand for election for political office at State or Federal level (this does not in any way obligate the College to approve any additional leave without pay should the Employee be elected to political office);
 - c) leave to travel domestically or overseas; or
 - d) leave for any other purpose which the College agrees to.
- 43.2.2 Applications for special leave without pay under this clause remain at the discretion of the College.

44. Leave or Make-up Pay to Incapacitated Employees

44.1 Entitlement to Leave

- 44.1.1 An Employee who suffers Injury causing total incapacity for work and who receives compensation pursuant to Workers' Compensation Legislation, will be granted leave by the College. The rate of pay for this leave will be equal to the difference between the Ordinary rate of pay the Employee was receiving immediately prior to the Injury (excluding any payment for overtime or travelling allowance, incidental expenses or any similar payment as reimbursement of expenditure incurred) and the amount of weekly compensation received by the Employee.
- 44.1.2 An Employee who suffers Injury causing partial incapacity for work and who receives compensation pursuant to Workers' Compensation Legislation will be paid make-up pay by the College at the rate of make-up pay equal to the difference between the Ordinary rate of pay the Employee was receiving immediately prior to the Injury (excluding any payment for overtime, travelling allowance, incidental expenses or any similar payment as 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 employment by reason of partial incapacity.
- 44.1.3 An Employee who is partly incapacitated and who cannot obtain suitable employment with the College, but who has obtained suitable employment with another employer, will continue to be paid make-up pay by the College at the rate

prescribed in clause 44.1.2 subject to the Employee providing the College satisfactory evidence of the rate of weekly compensation and the rate of actual earnings the Employee is receiving from the other employer, provided that this clause will no longer operate upon the expiry of the Employee's existing fixed-term contract (where applicable).

44.2 Period of Leave and Make-Up Pay

- 44.2.1 Leave granted pursuant to clause 44.1 will not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one Injury.
- 44.2.2 The period for which make-up pay will be payable will not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one Injury.
- 44.2.3 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 44.1.

44.3 Repayment of Make-Up if Damages Received

- 44.3.1 An Employee receiving, or who has received, make-up pay will advise the College in writing of any civil claim for damages instituted by the Employee in connection with the Injury to which the make-up pay relates and will, if required by the College, authorise the College to obtain from the solicitors of the Employee the information as is reasonably required as to the progress of the claim.
- 44.3.2 Where an Employee who has received make-up pay recovers damages against the College, or against another party in respect of the Injury, the Employee will repay to the College the make-up pay the Employee has received under this clause 44.
- 44.3.3 Where, pursuant to the judgement outlined in clause 44.3.2 the amount of damages recovered has been reduced for the contributory negligence of the Employee, the Employee will repay to the College the amount of make-up pay as the Employee has received under this clause 44, and as is pro rata to the damages recovered.

44.4 Use of Personal Leave for Incapacitated Employees

- 44.4.1 An Employee who is an applicant for leave pursuant to clause 44.1 may be granted access to accrued personal leave to cover the absence, provided that no Employee will be concurrently entitled to personal leave and workers' compensation leave.
- 44.4.2 Personal leave granted pursuant to clause 44.4.1 will 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; and
 - b) the weekly payment for which the Employee will be eligible if granted leave pursuant to clause 44.1.
- 44.4.3 If an Employee is granted personal leave as provided in this clause and is subsequently granted leave for some or all of that same period outlined in clause 44.1 on account of the same Injury, the amount of personal leave taken pursuant to clause 44.4 will be re-credited to the Employee.

44.5 Employment upon Return to Duty

- 44.5.1 An Employee having been either partially or totally incapacitated will be entitled, upon returning to full duty at the College, to occupy a position equivalent to that occupied by the Employee immediately prior to the incident.

44.6 Termination of Service

- 44.6.1 The College will not terminate the employment of an Employee who has been granted workers' compensation leave prior to the expiry of the leave pursuant to clause 44.2.1, or in the case of an Employee receiving make-up pay for partial incapacity, prior to the expiry of the period for which the payment is payable

pursuant to clause 44.2.2, except where the termination is due to Serious Misconduct on the part of the Employee, or redundancy.

45. Medical Examination

- 45.1 As the College has a responsibility for the occupational health and safety of all its Employees, the College may require an Employee to undergo a medical examination if the College believes that an Employee's ability to perform their duties is impacted by a medical condition.
- 45.2 The relevant Executive Director 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 College.
- 45.3 A copy of the medical practitioner's report will go to the relevant Executive Director and the Executive Director of People & Culture, with a copy of the report to go to the Employee and/or a medical practitioner nominated by the Employee.
- 45.4 The College will pay for the cost of the medical examination, but not for any consequential examinations or treatment.

46. Occupational Welfare

- 46.1 Where, in the opinion of the College on the advice of a health professional, or in the opinion of the Employee:
 - 46.1.1 stress, including personal or relationship problems;
 - 46.1.2 health concerns; and/or,
 - 46.1.3 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 people in the College community (including students), the Employee may make an application to, or the College may direct that the Employee take leave (with or without pay) to undertake an approved rehabilitation or counselling program.
- 46.2 In determining whether leave is to be taken, the College may take into account the amount of accrued leave available to the Employee.
- 46.3 Where leave has been granted, and while the Employee is undertaking an approved rehabilitation or counselling program, the College will not seek recourse to the disciplinary provisions of this Agreement.

Part 2

Conditions Applicable to Professional Staff

47. Classification of Professional Staff

47.1 Employment Ratio Targets

- 47.1.1 Consistent with the volatile environment in which it operates, the College will use its best endeavours to maintain a ratio of at least 50% Ongoing employment on an annualised equivalent full-time basis for Professional Staff.
- 47.1.2 The staffing mix of Professional Staff will be reported to the Consultative Committee members on a six monthly basis, or as otherwise agreed.

47.2 Position Classification Process

- 47.2.1 The College will classify positions in accordance with the Professional Staff classification structure in Schedule 2 of this Agreement. A Professional Staff member appointed to that position will be entitled to the appropriate salary rates not less than those specified in Schedule 1.
- 47.2.2 The College will determine the appropriate classification for a position when:
 - a) a new position is created;
 - b) a vacant position is reviewed and redesigned prior to recruitment;
 - c) the College considers that the responsibilities of a position have changed to such an extent that a change of classification is appropriate; or
 - d) any other time the College considers a change in classification to be appropriate.

47.3 Classification Review Process

- 47.3.1 Where the Employee considers that the responsibilities of a position have changed to such an extent that a review of their classification is appropriate, they may apply to their manager for a review of their position classification in writing and include reasons for their application.
- 47.3.2 Where the Employee's manager supports the reasons for the classification review, a revised position description will be prepared by the relevant manager in consultation with the Employee. This will normally be completed within twenty (20) working days of receiving the application.
- 47.3.3 Where the Employee's manager does not support a review of the Employee's position classification, the Employee may refer the request to their Executive Director who will consider the request and advise the Employee and their manager accordingly.
- 47.3.4 Where the classification review request is supported, the manager will provide the position description to their Executive Director and Executive Director, People & Culture to consider.
- 47.3.5 The Executive Director, People & Culture will assess the position description against the classification descriptors in Schedule 2 (Classification Descriptors - Professional Staff) and provide a recommendation to the relevant Executive Director.
- 47.3.6 The Executive Director will consider the recommendation of the Executive Director, People & Culture, make a determination and notify the Employee of their decision, including the reasons for the decision where the request is unsuccessful. This will normally be completed within twenty (20) working days of receiving the position description.
- 47.3.7 Where, as a result of a classification review, a position is to be reclassified to a higher category, the date of effect will be the first pay period beginning on or after the date the reclassification is confirmed.

- 47.3.8 Where a request for reclassification review is rejected (at any stage in the process), or the review is unsuccessful, the Employee may request in writing that the CEO review the decision. The CEO must communicate their decision to the Employee within ten (10) working days.

48. Performance and Development Program

- 48.1 The professional development of Employees is a vital component of ensuring the College delivers a contemporary, innovative and exciting education experience for its students. To this end, the College has in place a College-wide Performance and Development Program (PDP), which provides a structured process for work planning, goal setting and measuring and evaluating Employee performance. The PDP also considers how the College may be able to support the Employee in the acquisition and development of key competencies, learning relevant to their role, career development and their contribution to the College outcomes.
- 48.2 PDP ensures that all Employees:
- 48.2.1 have a clear work program and understand their core deliverables;
 - 48.2.2 receive timely and appropriate feedback that contributes to their goal achievement and enhancement of the College's teaching standards and service delivery; and
 - 48.2.3 receive appropriate feedback that may enhance their individual and career development.
- 48.3 Whilst the purpose the PDP is to facilitate a dynamic, open and positive dialogue, broadly it is expected that the process will cover:
- 48.3.1 a formal assessment of the Employee's performance against the work program and developmental goals in the previous cycle;
 - 48.3.2 discussion of any issue or opportunity that could assist the Employee in achieving their PDP;
 - 48.3.3 a review of the Employee's work program for the coming period, ensuring it is consistent with departmental and College requirements;
 - 48.3.4 opportunity for discussion, feedback and clarification between the Employee and their manager with respect to any matter that is relevant to enhancing their working relationship and maintaining performance;
 - 48.3.5 identification of the Employee's development and career goals and how these might be pursued through developmental strategies; and
 - 48.3.6 review Employee's position description, to ensure that it remains accurate and current.
- 48.4 In addition to an annual PDP review meeting, the PDP may include ad-hoc meetings, casual feedback and "catch-ups" during the course of the year between an Employee and their manager, as required to ensure the potential of the PDP process is realised.

49. Performance Linked Remuneration – Professional Staff

- 49.1 In addition to the salary increases, outlined in clause 18, a Professional Staff member may be entitled to an additional annual salary adjustment, based on the outcome of their PDP pursuant to clause 48 (Performance and Development Program).
- 49.2 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 Professional Staff member as a result of the Professional Staff member's PDP.
- 49.3 The value of performance units for each Professional Staff Level is 0.336% of their actual salary averaged over the preceding twelve (12) months.
- 49.4 Except as provided in clause 49.6 and 49.7, the value of performance units allocated to a Professional Staff member will be added to the Professional Staff member's annual salary and will be included as salary for the purposes of calculating all other types of allowance, including overtime.

- 49.5 Subject to the completion of the College wide PDP for a calendar year, performance linked salary adjustments will be payable from the second pay period in the following calendar year and will be backdated (for ordinary time payments only) to 1 January in that year.
- 49.6 Where a Professional 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 Professional Staff member will be entitled to receive:
- 49.6.1 a salary adjustment to take their salary to the upper limit of the salary band; and,
 - 49.6.2 the balance of the value of agreed performance units as a non-salary lump sum payment in accordance with clause 49.7.

Non Salary Lump Sum Payments

- 49.7 Where a Professional Staff member being paid at a level above the position's correct classification or, their 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. In these circumstances:
- 49.7.1 the Professional Staff member will be entitled to receive either the full value or balance of the applicable performance units as a non-salary lump sum payment as applicable;
 - 49.7.2 the lump sum amount is payable in the first pay period on or after being approved; and,
 - 49.7.3 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 paid at the 17% rate.
- 49.8 Notwithstanding clause 49.7.3, where a Professional Staff member is only receiving minimum superannuation contributions (currently 9.5%), the College will make superannuation contributions as a component of the lump sum amount, payable in accordance with clause 49.7.1.

Part 3

Conditions Applicable to Our Teaching Staff

50. Teacher Professional Autonomy

- 50.1 While it is a general expectation that teachers will work on-site and be available to meet their work requirements (such as timetabled teaching, out-of-class student consultations, team and staff meetings, collaboration, innovation and professional learning), the College recognises the professionalism and autonomy of teachers to manage their workload including by working off-site. The College's process for working off-site is as follows:
 - 50.1.1 Teachers will obtain prior clearance from their manager on each occasion before working off-site.
 - 50.1.2 When considering each request, the manager will take into account:
 - a) whether there is any requirement for the Employee to be on-site; and
 - b) the appropriateness of the work to be undertaken off-site.
 - 50.1.3 The Employee's manager will respond promptly to the Employee making the request, noting that clearance to work off-site should not be presumed;
 - 50.1.4 If clearance is granted from the manager to work off-site, the Employee will remain contactable for the duration of their off-site absence.
- 50.2 In the event that an individual or group of individuals believe that the professional flexibility to work off-site is consistently not being granted, or unfairly denied, they should firstly raise their concerns directly with their manager for resolution. If they are not satisfied with the outcome from their immediate manager, they may escalate any concerns to their next level of management.
- 50.3 For Diplomas Teachers, in week 15 of the trimester, Employees may work off-site where they have not been provided with specific approval or advice by 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 during week 15 by the end of week 10 of each trimester.

51. Performance and Development Program for Teachers

- 51.1 The professional development of Employees is a vital component of ensuring the College delivers a contemporary, innovative and exciting education experience for its students. To this end, the College has in place a Performance and Development Program (PDP) for teachers.
- 51.2 The PDP also considers how the College may be able to support the Employee in the acquisition and development of key competencies, learning relevant to their role, career development and their contribution to College outcomes.
- 51.3 In addition to formal meetings, the PDP may also include ad-hoc meetings, casual feedback and "catch-ups" during the course of the year between an Employee and their manager, as required to ensure the potential of the PDP process is realised.

Conditions Applicable to Our Diploma Teachers

52. Diploma Teachers - Sessional Employment

- 52.1 **Teaching Duties**
 - 52.1.1 The Sessional teaching rate of pay for the relevant class, as outlined in Schedule 3 is inclusive of the 25% casual loading and will encompass the following activities:
 - a) preparation of the relevant class, including lesson planning;

- b) presentation of the relevant class; and,
 - c) reasonable marking, arising from the relevant class.
- 52.1.2 Where the assessment associated with a particular unit requires substantial marking to be conducted outside the classroom that is beyond what would be ordinarily expected, 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 manager, in consultation with the Unit Leader and will be consistent with the Divisional non-teaching policy/guidelines, as issued from time to time.
- 52.2 **Non-teaching Duties**
 - 52.2.1 Where a Sessional teacher is formally requested by their manager to perform work outside the scope of their normal teaching duties (as listed in 52.1.1), that work will be paid for separately, at the non-teaching hourly rate (A) specified in Schedule 3, as follows:
 - a) student consultations; or,
 - b) student supervision (for example, orientation activities).
 - 52.2.2 All other duties expressly authorised by the relevant manager are to be paid at the Sessional non-teaching hourly rate (B) specified in Schedule 3. These duties may include, but are not limited to:
 - a) attendance at meetings; and,
 - b) attendance at professional development and training sessions.
 - 52.2.3 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 will be advised of the number of hours of work associated with the specific task and this amount will be the payment amount, unless otherwise agreed between the parties.
 - 52.2.4 Exam marking including double marking, will be paid at the rate per script specified in Schedule 3.
 - 52.2.5 Moderation tasks will 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.
- 52.3 **Rosters and Payments**
 - 52.3.1 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. For the avoidance of doubt, no overtime rates under clause 11 will be payable for payments made under this clause.
 - 52.3.2 Sessional Employees will normally only be required to be rostered on for teaching duties during the teaching periods of a trimester.
 - 52.3.3 The College will pay Sessional Employees on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken and the Employee's timesheet has been submitted.

53. Teaching Hours – Diploma Teachers

- 53.1 The maximum and average teaching hours to be worked by full-time Diploma Teachers, Subject Coordinators, Assessment Moderators, Subject Leaders, Team Leaders, Teaching and Learning and Academic managers during the Academic Year are specified in the table below.

Teacher position	Teaching hours per week		Maximum annual teaching hours
	Average	Maximum	
Diploma Teacher Ongoing/fixed-term	16	18	576
Sessional Diploma Teacher		18	-
Subject Coordinator	11	12	396
Subject Leader	11	12	396
Team Leader, Teaching and Learning	8	11	288
Academic Manager	6	8	216
<i>Teaching hours relates to contact hours and includes regular timetabled hours, replacement teaching, workshops and other additional teaching activities approved by the relevant manager</i>			

53.2 Normal Teaching Hours

53.2.1 The maximum face to face teaching hours will not exceed six hours per day.

53.2.2 Within the framework of the table at 53.1, the number and configuration of a teacher's teaching hours and the makeup of the teaching load across the Academic Year will be the subject of consultation between the teacher and their manager in respect of each trimester.

53.2.3 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 trimester's teaching hours and the year's maximum annual face to face teaching hours able to be allocated.

53.2.4 Where requested, Diploma Teachers will be provided with a report by their manager at the completion of each Academic Year, detailing total teaching hours worked.

53.3 Teaching Allocation

53.3.1 A manager will consult with the Diploma Teacher in respect of each trimester about their preferences for which units and discipline area they would like to teach.

53.3.2 The College will consider these preferences as a relevant factor when allocating teachers to classes.

53.3.3 Ongoing and fixed-term teachers will be allocated to classes before Sessional teachers unless there is a business need to do otherwise.

53.4 Timetabling of teaching hours

53.4.1 The College will use its best endeavours, where reasonable to do so on the basis of operational factors, to:

- ensure the daily span for teachers is eight (8) hours or less;
- timetabling classes over a maximum of four (4) days in any teaching week;
- provide teachers at least half an hour of non-teaching time at a suitable period during the middle of their working day (e.g. between 11.30 am and 2.00 pm each day for someone working between 9 am and 4.45pm);

- d) complete the timetabling for teachers, engaged on an Ongoing or fixed-term basis, prior to timetabling Sessional teachers; and
 - e) provide teachers with their draft timetable at least three (3) weeks prior to the commencement of the trimester.
- 53.5 Employees who wish to request specific start and finish times are entitled to make a request for a 'flexible work arrangement' under clause 13.

54. Unit Leadership & Assessment Moderators - Diplomas

- 54.1 The distribution of Unit Leadership across teaching staff explicitly provides for the development of distributed leadership throughout the organisation. A Unit Leadership allowance will be payable in accordance with Schedule 3, where a Diploma Teacher undertakes full Unit Leadership responsibilities.
- 54.2 A Diploma Teacher can undertake Unit Leadership responsibilities for a maximum of three (3) full units per trimester.
- 54.3 A Diploma Teacher who is assigned Unit Leadership responsibilities will receive not less than a one and one half hours' (1.5) time allowance from face to face teaching per week per full unit.
- 54.4 An additional thirty (30) minutes time release per one hundred (100) students will be applied in respect of a Diplomas Teacher assigned Unit Leadership responsibilities to units that consist of more than one hundred (100) students.
- 54.5 Unit Leadership responsibilities may be undertaken on a pro rata basis (e.g. weekly) in some units or on a trimester by trimester basis and the allowance and time release will be reduced accordingly.
- 54.6 A Diploma Teacher can undertake Assessment Moderator responsibilities for a maximum of three (3) full units per trimester.
- 54.7 A Diploma Teacher who is assigned Assessment Moderator responsibilities will receive one (1) hour time release from face to face teaching duties per week per full unit.
- 54.8 Time release from teaching will be counted as teaching time for the purpose of calculating the annual maximum annual teaching hours of a Diplomas Teacher in accordance with Clause 53.1

55. Workforce Composition - Diplomas

55.1 Overview

- 55.1.1 The College's Monash Diploma's operation is a business that experiences significant variations in its need for Diplomas Teachers each trimester.
- 55.1.2 The magnitude of these variations is determined by the number of student enrolments (which are generally not finalised until a few days prior to the commencement of the academic period) as well as seasonal factors.
- 55.1.3 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 College will for the foreseeable future, have a need to engage some Employees on a short-term basis, such as on a Sessional engagement.
- 55.1.4 Notwithstanding the uncertainty and fluctuation in student numbers, the College is committed to maximising Ongoing and fixed-term employment.

55.2 Employment Ratio Targets

- 55.2.1 Recognising the realities of the volatile environment in which it operates, the College will use its best endeavours to work towards achieving a ratio for the modes of employment for Diploma Teachers of at least:
 - a) Ongoing employment 55%;
 - b) fixed-term employment 20%;
 - c) on an annualised equivalent full-time basis.
- 55.2.2 The staffing mix of Diploma Teachers will be reported to the Consultative Committee members on a six (6) monthly basis.

- 55.2.3 The methodology used to calculate the employment ratios is outlined in Schedule 14

56. Curriculum Development, Time Release and Support

- 56.1 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.
- 56.2 These activities may include, but are not limited to, the following:
- 56.2.1 development of assessment kits and examinations;
 - 56.2.2 course revision;
 - 56.2.3 course development;
 - 56.2.4 marking of exam papers;
 - 56.2.5 other development and/ or maintenance of teaching resources as required; and
 - 56.2.6 other curriculum development and/or project work as required.
- 56.3 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 manager or initiated by the teacher and mutually agreed.
- 56.4 When the College requires Diploma Teachers to undertake work that is above and beyond a teacher's normal duties/workload, the Diploma Teacher will be provided with time release from face to face teaching. The College will assess the amount of time release required in consultation with the Diploma Teacher, based on the amount and nature of work to be completed. In determining how much time release will be required, the manager will ensure that the Diploma Teacher's workload is reasonable.
- 56.5 From time to time the College will identify a need to undertake a major project that may require a Diploma Teacher's involvement. A Diploma Teacher may be completely released from face to face teaching for a specified block period to undertake these duties. The duration of the time release will be determined by the College in consultation with the Diploma Teacher, depending on the requirements of the project work.

57. Vocational Vitality Time (VVT) - Diplomas

- 57.1 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, pro rata, per calendar year. VVT arrangements for the following Academic Year will be communicated by the Executive Director, Diplomas by the end of week 10 of the last trimester of the current Academic Year.

Conditions Applicable to Our ELICOS Teachers

58. ELICOS Teachers - Sessional Employment

58.1 Teaching duties

- 58.1.1 The Sessional teaching daily rate of pay for the relevant class, as specified in Schedule 5, will encompass the following activities:
- a) preparation of the relevant class, including lesson planning (this includes communicating with colleagues);
 - b) presentation of the relevant class or workshop;
 - c) marking of formative work, arising from the relevant class;
 - d) marking of summative assessment;
 - e) attendance at meetings;
 - f) classroom management;
 - g) attendance or presentation at professional development and training sessions during teaching terms;
 - h) administration; and,
 - i) student consultation.

58.2 Non-teaching duties

- 58.2.1 Any duties which the Sessional ELICOS Teacher is required to perform beyond those outlined in clause 58.1 (e.g. additional marking of inter-rater reliability material not part of class load) will be paid for at the Sessional non-teaching rate of pay specified in Schedule 5.
- 58.2.2 It is acknowledged that additional non-teaching duties will arise from time to time across the various programs, which may include:
- a) marking duties beyond that outlined in clause 58.1.1(c) and (d) (for example, moderation of assessment from offshore partners as required);
 - b) preparation of subject guides or reading lists for curriculum development, or materials other than for allocated classes;
 - c) attendance at meetings during non-teaching weeks;
 - d) student supervision during non-teaching weeks (for example, orientation activities);
 - e) attendance at approved professional development and training sessions during non-teaching weeks; and
 - f) placement testing.
- 58.2.3 Where a Sessional ELICOS Teacher is on an approved field trip or deployed to the assessor group in the exam period, the Employee will be paid the actual hours involved at the Sessional non-teaching rate.
- 58.2.4 Any duties which the Sessional ELICOS Teacher is required to perform that are not contained in clause 58.1 or 58.2 will, by prior written agreement with the manager, be paid for at the non-teaching rate.

58.3 Additional teaching hours

If a sessional teacher is required to present a class or workshop for more than 4 (4) hours in any one day, the sessional teacher will be paid for that additional time at the teaching rate specified in Schedule 5.

58.4 Time of payments for Sessional ELICOS Teachers

The College 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 and the Employee's timesheet has been submitted.

59. Teaching Hours - ELICOS

59.1 Overview

- 59.1.1 The annual maximum face to face teaching hours for a full-time ELICOS Teacher will be 840 hours per annum.
- 59.1.2 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 59.1.
- 59.1.3 Subject to clause 59.1.4, 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.
- 59.1.4 The average weekly face to face teaching hours for a full-time ELICOS Teacher is twenty hours (20) per week or pro rata for a part-time ELICOS Teacher.
- 59.1.5 In order to provide a level of flexibility for the College and for fixed-term and Ongoing Employees in relation to workforce planning:
 - a) 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,
 - b) 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.

59.2 Time-off Teaching

- 59.2.1 In recognition of the additional assessment workload in the Monash English Bridging program the College will provide time-off teaching in accordance with this clause.
- 59.2.2 Ongoing and fixed-term ELICOS Teachers teaching the Monash English Bridging Course are eligible for time-off teaching during the final ten weeks of the course, for each week the Teacher is required to teach twenty (20) hours per week (or pro rata).
- 59.2.3 Time-off teaching per week will be provided as follows:

Time fraction	Reduction in teaching load per week
0.2	30 minutes
0.4	60 minutes
0.6	75 minutes
0.8	100 minutes
1.0	120 minutes

- 59.2.4 Arrangements will be made between the manager 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.
- 59.2.5 For the avoidance of doubt, any paid and unpaid leave (with the exception of personal leave) will not be counted as teaching time for the purpose of calculating time-off teaching.
- 59.2.6 Time-off teaching will be counted as teaching time for the purpose of calculating the annual maximum teaching hours at clauses 59.1.1 and 59.1.2.
- 59.2.7 If the assessment model of the Monash English Bridging program changes, the College will review the time-off teaching arrangement outlined above and consult with affected Employees about the College's decision regarding this change in accordance with clause 72.

- 59.3 **Teaching hours for Sessional ELICOS Teachers**
- 59.3.1 Sessional ELICOS Teachers who are teaching on a Monash University English Language College (MUELC) program will be paid in accordance with the hours worked. Provision for overtime is outlined in clause 11.
 - 59.3.2 Sessional ELICOS Teachers are entitled to claim non-teaching hours in accordance with the MUELC claimable hours as referenced in clause 58.2.
 - 59.3.3 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 specified in clause 58.2.
 - 59.3.4 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 manager will inform the individual teacher of the non-teaching time that may be claimed.
- 59.4 **Coordinators and Specialists**
- 59.4.1 Unless otherwise agreed by the College, 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 will be entitled to have a reduction of a minimum of four (4) hours from the average number of teaching hours per week.
 - 59.4.2 The actual teaching hours for each individual teacher will be as agreed between the Coordinator or Specialist and their manager, 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 or Specialist's control; and,
 - d) other relevant agreed factors.
 - 59.4.3 Each Coordinator or Specialist will have the ability to have their individual circumstances reviewed by their manager during a period of deployment to assess if additional time off teaching is required.

60. Workforce Composition - ELICOS

- 60.1 **Overview**
- 60.1.1 The College's English language operation is a business that experiences significant variations in its need for ELICOS Teachers throughout the year.
 - 60.1.2 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.
- 60.2 **Ratio of Sessional Employment**
- 60.2.1 Recognising the realities of the volatile environment in which it operates, the College will use its best endeavours to achieve a ratio of 40% Ongoing employment for ELICOS teachers and a ratio of Sessional Employees that does not exceed 30% of the total teaching staff complement (on an annualised full-time equivalent basis).
 - 60.2.2 The methodology used to calculate the employment ratios is set out in Schedule 15.
 - 60.2.3 The staffing mix of ELICOS Teachers will be reported to the Consultative Committee on a six-monthly basis, or as otherwise agreed.

61. Vocational Vitality Time (VVT) - ELICOS

- 61.1 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, pro rata, per calendar 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 relevant Executive Director by the end of November of the current Academic Year.

Conditions Applicable to Our Monash Professional Pathways Trainers

62. Sessional Employment – Monash Professional Trainers

62.1 Training duties

62.1.1 The Sessional training rate of pay for the relevant class will include the following activities:

- a) preparation of the relevant class;
- b) implementation of the prescribed program and assessments;
- c) administrative tasks related to delivering the program;
- d) moderation of assessment; and
- e) marking and assessment recording and reporting arising from the relevant class.

62.2 Non-training duties

62.2.1 Any duties, which a Sessional Monash Professional Trainer is required to perform beyond those outlined in clause 62.1, will, by prior written agreement of the manager, be paid for separately in the following manner:

- a) Marking duties beyond that outlined in clause 62.1.1(e) and all other duties expressly authorised by the manager will be paid in accordance with the Sessional non-training rate specified in Schedule 8.

62.2.2 These duties may include:

- a) assisting with additional marking, class support or evaluations;
- b) assisting with material / resource development, review or special projects;
- c) attendance at meetings, professional development, training sessions, focus groups or similar activities; and
- d) peer observations or review.

63. Monash Professional Sessional Trainer Rates of Pay and Time of Payments

63.1 The College will pay Sessional Monash Professional Trainers at the rates of pay detailed in Schedule 8 of the Agreement. These rates are inclusive of a 25% casual loading and evening and/or weekend loadings.

63.1.1 The Monash Professional training rate A is reflective of training within the ordinary hours of work.

63.1.2 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.

63.1.3 The Monash Professional training rate C is reflective of training on a Sunday or Public Holiday.

63.2 The College will pay Sessional Monash Professional Trainers on a fortnightly basis, on the first pay day after the conclusion of the pay period in which duties were undertaken.

64. Monash Professional Sessional Trainers and Training Hours

64.1 The weekly training hours that may be worked by a Monash Professional Sessional Trainer will average no more than 80 (80) hours per four (4) working weeks to a maximum of 840 hours per year.

65. Overtime for Monash Professional Programs

- 65.1 Monash Professional Programs routinely operate after-hours and on weekends to meet the needs of students. Accordingly, all work performed outside the spread of hours by Employees engaged to work for Monash Professional Pathways will be considered regular ordinary hours and will be paid in accordance with Schedule 8.

Conditions Applicable to Our Bachelor of International Business (Academic Teachers)

66. Bachelor of International Business - Sessional Employment

66.1 Teaching duties

66.1.1 The Sessional teaching rate of pay for the relevant class, as outlined in Schedule 10, will encompass the following activities:

- a) preparation of the relevant class, including lesson planning;
- b) presentation of the relevant class;
- c) all marking arising from the relevant class (except final exam marking); and,
- d) student consultation arising from the relevant class.

66.2 Non-teaching duties

66.2.1 Any duties which the Sessional Academic Teacher is required to perform beyond those outlined in clause 66.1 will, by prior written agreement with the manager, be paid for separately in the following manner:

- a) Substantial curriculum projects, exam setting and vetting will be paid at the applicable non-teaching rate set out in Schedule 10. Prior to the commencement of any engagement for this work a Sessional Academic Teacher will be advised of the number of hours of work associated with the specific task and this amount will be the payment amount, unless otherwise agreed.
- b) Where the College is satisfied 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 manager.
- c) Exam marking including double marking, will be paid at the applicable marking rate specified in Schedule 10.
- d) Moderation tasks will be paid at the applicable marking rate with an additional payment of one hour at the applicable non-teaching hourly rate where a moderation report is required.
- e) Where a Sessional Academic Teacher is expressly required by their manager to undertake non-teaching activities, they will be paid at the applicable non-teaching rate specified in Schedule 10. These non-teaching activities may include:
 - i. student supervision (for example orientation activities);
 - ii. attendance at meetings; and
 - iii. attendance at professional development and training sessions.

66.3 Time of payments

66.3.1 The College will 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.

67. Teaching Hours – Bachelor on International Business

67.1 Full-time Academic Teachers will work a maximum of 576 teaching hours during the year.

- 67.2 Teaching hours relates to contact hours and includes regular timetabled hours, replacement teaching, workshops and other additional teaching activities as approved by their manager.
- 67.3 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 trimester's teaching hours and the year's maximum annual face to face teaching hours able to be allocated.
- 67.4 When establishing teaching allocations for Academic Teachers, the College will use its best endeavours to complete the allocations for Academic Teachers, engaged on an Ongoing or fixed-term basis, prior to timetabling Sessional Academic Teachers.

68. Leadership Allowance – Bachelor of International Business

- 68.1 A Leadership allowance will be payable in accordance with Schedule 9, where a Level C Academic Teacher who is requested by the Divisional Executive Director to undertake leadership responsibilities for four (4) or more Academic Teachers.

69. Unit Allowance – Bachelor of International Business

- 69.1 A unit allowance will be payable when an Academic Teacher teaches additional units (or pro rata for part thereof) at the rate outlined in Schedule 9. This allowance will be capped at the maximum unit allowance outlined in Schedule 9.

70. Curriculum Development and Support

- 70.1 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.
- 70.2 These activities may include, but are not limited to, the following:
 - 70.2.1 development of assessment kits and examinations;
 - 70.2.2 course revision;
 - 70.2.3 course development;
 - 70.2.4 marking and moderation of exam papers;
 - 70.2.5 other development and/ or maintenance of teaching resources as required; and
 - 70.2.6 providing staff support.
- 70.3 Academic 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 manager or initiated by the teacher and mutually agreed.
- 70.4 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 or staff supervision and this will be determined on an individual basis by negotiation between the parties.

PART 4

Consultation and Change Management

71. Workload Management

71.1 Workload Framework

- 71.1.1 The College will use its best endeavours to ensure all Employees have a reasonable workload, that is quantifiable where applicable (for example tasks, hours) and fairly distributed on an equitable and (where practical and appropriate) transparent basis, using consultative processes.
- 71.1.2 The College will consider the impact on the workload of Employees when making decisions about operational issues.
- 71.1.3 In determining whether workloads are reasonable or unreasonable, the following principles will be taken into account:
 - a) the Employee's health, safety and wellbeing;
 - b) the operational requirements of the College and the work area concerned;
 - c) the nature of the Employee's role (i.e. teaching or Professional Staff), and any applicable terms covering that role contained in this agreement;
 - d) guidance available by reference to the business unit specific workload model (where it exists); and,
 - e) any other relevant factors including declared personal circumstances.
- 71.1.4 When taking planned leave, an Employee will work with their manager to put a plan in place to ensure important work can be completed/progressed during the Employee's absence.
- 71.1.5 Where an Employee takes unplanned leave the manager will put in place arrangements to ensure that time sensitive work is completed/progressed in the Employee's absence (in consultation with the Employee where appropriate).

71.2 Resolution of Individual Workload Issues

- 71.2.1 Where an Employee has concerns about their workload they should raise the issue with their immediate manager in the first instance.
- 71.2.2 In assessing workload concerns, primary factors to be considered include:
 - a) the nature of the Employee's role (i.e. teaching or Professional Staff), and their level of responsibility;
 - b) the Employee's mode of employment and time fraction;
 - c) the ongoing need to work excessive hours;
 - d) excessive overtime over an extended period; and/or,
 - e) the inability for Employees to utilise accrued leave or TOIL; and
 - f) the Employee's personal circumstances including maintaining an appropriate balance between work and family or community life.
- 71.2.3 After consideration of the matters raised, the manager will advise the Employee what support measures (as appropriate) may be put in place to ensure the Employee's overall workload is reasonable.
- 71.2.4 If the concerns remain unresolved, the issue should be raised with the next level of management.
- 71.2.5 If the matter is not satisfactorily resolved it will be dealt with under clause 74 (Resolving Grievances).

71.3 Resolution of Group Workload Issues

- 71.3.1 Where a group of Employees has concerns about their workload issues collectively they should raise the issue with their immediate manager in the first instance.
- 71.3.2 In assessing workload concerns, primary factors to be considered are as set out in clause 71.2.2.
- 71.3.3 If the concerns remain unresolved, the College will establish a working party with relevant knowledge of the work area and/or workload issues, who will make recommendations to the responsible Executive Director (or nominee).
- 71.3.4 If the matter is not satisfactorily resolved it will be dealt with under clause 74 (Resolving Grievances).

72. Consultation and Change

- 72.1 It is recognised that consultation and change is best addressed as close as practicable to the workplaces involved. After the College has made a definite decision to implement significant changes in any of the workplaces covered by this Agreement, it will consult with affected Employees, their Representatives (if any) and the Union as soon as practicable regarding the proposed change/s and plans for implementing the change.
- 72.2 An Employee may appoint a Representative for the purposes of the procedures in this clause.
- 72.3 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).
- 72.4 To facilitate consultation about significant changes (as outlined in clause 72.1), the College will provide the affected Employees, their Representatives and the Union relevant information about the changes. Relevant information will be provided in writing and include (as appropriate):
 - 72.4.1 the nature of and rationale for the change;
 - 72.4.2 proposed organisational structures and any new position descriptions;
 - 72.4.3 the expected effects of the changes on Employees and any proposed measures to assist with transition, provided that the College will not be required to disclose confidential information which would be contrary to the College's interests.
- 72.5 The College will allow reasonable time for consultation and will give consideration to matters raised by the Employees, their Representatives or the Union with the view of taking appropriate steps to mitigate against any adverse impacts associated with the change.
- 72.6 The parties will make every effort to ensure that issues raised in consultation pursuant to this clause are dealt with expeditiously.
- 72.7 Where the College proposes to change the rosters or ordinary hours of work of Employees, the College must consult with the Employee or Employees affected and their Representatives, if any, about the proposed change.
- 72.8 When consulting under this clause the College will:
 - 72.8.1 provide to the Employees affected and their Representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employees' regular roster or ordinary hours of work and when that change is proposed to commence);

- 72.8.2 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
- 72.8.3 give consideration to any views about the impact of the proposed change by the Employees concerned and/or their Representatives.
- 72.9 The requirement to consult under clause 72.7 does not apply where the Employee or Employees have irregular, sporadic or unpredictable working hours.
- 72.10 These sub-clauses 72.1 to 72.9 are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

73. Consultative Committees

73.1 College Consultative Committee

- 73.1.1 In general terms it is agreed that consultation is best addressed at the level of the workplace. A Consultative Committee ('Committee') will be established to:
 - a) consult on matters that are of serious concern to Employees generally, or a significant number of Employees within a particular professional discipline (e.g. Diplomas, Professional Staff etc.);
 - b) monitor and review the implementation of the Agreement; and
 - c) provide advice and/or recommendations about the development and implementation of, or amendment to, workplace policies or practices, where requested by the College.
- 73.1.2 The Committee will be provided with relevant material within a timeframe that allows for its consideration and in a way that allows it to function effectively.
- 73.1.3 The Committee will comprise:
 - a) a maximum of three (3) management representatives nominated by the College; and
 - b) a maximum of three (3) Employees elected by Employees covered by this Agreement, with no more than one (1) representative from each of the Teaching disciplines and Professional Staff covered by this Agreement.
- 73.1.4 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.
- 73.1.5 The College will report to the Committee on the following matters on a six (6) monthly basis (or as otherwise agreed):
 - a) workforce compositions of MUELC and Diplomas;
 - b) overview of Professional Development activity, by Division;
 - c) any current major change initiatives;
 - d) any major change to College policy affecting Employees;
 - e) the number of approved Study Leave applications;
 - f) the number of bullying and harassment claims across the organisation; and
 - g) any other matter relevant to the implementation of the terms of the Agreement.
- 73.1.6 The Committee Employee Representatives will be allowed four (4) hours' time release (per representative) during non-teaching time for each scheduled Committee meeting, plus the time to attend the meeting itself and to consult with Employees on issues discussed at Committee meetings

73.2 Divisional Consultative Committees

- 73.2.1 The College will establish a Divisional Consultative Committee

(‘Divisional Committee’) for each of English and Diplomas to:

- a) consult on matters that are of serious concern to Employees within the relevant discipline;
- b) monitor and review the implementation of the parts of the Agreement that apply to the relevant Division; and
- c) provide feedback and/or recommendations about the development and implementation of, or amendment to, workplace policies or practices applicable to the relevant Division, where requested by the Divisional Committee members.

73.2.2 The Divisional Committee will comprise:

- a) a maximum of two (2) management representatives nominated by the College;
- b) a maximum of two (2) Employees elected by Employees covered by this Agreement.

73.2.3 A person who has expert knowledge in respect of a specific issue under consideration, may be invited to attend a Divisional Committee meeting, subject to agreement between the parties.

73.2.4 The Divisional Committee Employee representatives will be allowed two (2) hours’ time release (per Representative) during non-teaching time for each scheduled Consultative Committee meeting, plus the time to attend the meeting itself and to consult with Employees on issues discussed at Committee meetings.

73.3 **Establishing Consultative Committees**

73.3.1 The College will arrange for the election of Employee Representatives to the relevant Committee.

73.3.2 Employee Representatives will be appointed for a term of two (2) years.

73.3.3 The Committees will meet once every quarter or as otherwise agreed by the relevant Committee members.

74. **Resolving Grievances**

74.1 **Application of the clause**

74.1.1 The processes outlined in this clause relate to an issue of concern raised by an Employee (or Employees), in relation to an action or decision taken (or not taken) in the workplace that directly affects them, which they consider to be unfair or unreasonable (including matters relating to workload arising under clause 71, or professional autonomy under clause 50).

74.1.2 A key objective of this clause is to ensure that Employee grievances are addressed in a timely manner, hence, it is expected that an Employee will raise their concerns as soon as practicable and generally within twelve (12) months of the issue first arising.

74.1.3 The procedures prescribed in this clause do not apply where:

- a) The College has policies and procedures in place dealing with matters relating to the substance of the complaint, such as equal opportunity, discrimination, sexual harassment, occupational health and safety, bullying or similar matters and which can be accessed through the College's intranet. Where there are alternative review procedures available, the Executive Director People & Culture (or delegate) will advise the aggrieved staff member of these processes.
- b) The same matter is being or has been dealt with under clause 75 (Resolving Disputes).

74.1.4 Employees can obtain advice from People & Culture, their Union, or other Representative as to how their grievance may best be addressed (at any stage in the grievance process), or who is the appropriate decision maker.

- 74.1.5 In raising a grievance the Employee and/or their manager may be accompanied by, or seek the advice of, a Representative of their choice throughout the process.
- 74.2 **Principles for dealing with grievances**
- 74.2.1 The purpose of this clause is to provide Employees with an effective and user-friendly process for fairly, informally, effectively and promptly resolving grievances.
- 74.2.2 The principles of procedural fairness and natural justice apply to the grievance resolution process. This includes ensuring that:
- a) all parties to the grievance are entitled to be made aware of information relevant to the grievance unless the information is confidential or commercial in confidence; and,
 - b) parties to the process will act fairly and impartially.
- 74.2.3 It is recognised that some grievances may arise that will be best dealt with in confidence between the direct parties.
- 74.3 **Grievance procedure**
- 74.3.1 *Stage 1*
- a) Subject to clause 74.3.1(b), during Stage 1, the Employee will raise the matter directly with their manager and they will discuss the issue together and try to resolve the issue within seven (7) days.
 - b) Where an Employee's manager is a party to the grievance or the Employee considers that it would be inappropriate to discuss the grievance with their manager, the Employee may explain why the immediate manager is not the appropriate person to deal with the matter to the next level of management.
 - c) If the next level of management is satisfied with these reasons, they will act as the manager for the purpose of Stage 1 of the grievance process.
- 74.3.2 *Stage 2*
- a) If the matter is not resolved through the process outlined in Stage 1, either the Employee (or where they choose, their Representative) may refer the issue to the relevant Executive Director. This should happen within seven (7) days of the Employee receiving the initial manager's decision.
 - b) The Employee may provide the Executive Director with reasons for their request, the outcome they are seeking and the process they consider to be appropriate to resolve the grievance.
 - c) Once the Executive Director has received the grievance, they will consult with the parties about the best process to resolve the matter. Appropriate processes may include a conflict resolution process (such as conciliation or mediation), investigation or a review of the manager's decision by the Executive Director.
 - d) If there is no agreement between the parties to the grievance about the best way to resolve the matter, the Executive Director will determine the process for resolving the matter and will notify the parties of their decision. The Executive Director will determine the appropriate process as soon as possible, usually within seven (7) days.
 - e) Where the Executive Director resolves that conciliation/mediation is appropriate, the Executive Director shall arrange for a suitably experienced and independent mediator/conciliator to be appointed to facilitate and undertake this process and report back to the Executive Director as to the outcome.
 - f) Where the Executive Director resolves that an investigation is appropriate, the Executive Director shall arrange for a suitably experienced, independent investigator to be appointed to

undertake this process and report back to the Executive Director as to their findings. Prior to an investigation commencing, the respondent Employee shall be advised in writing of the allegations against them.

- g) Once the process has been determined, the Executive Director will then implement the relevant process as promptly as possible.

74.3.3 **Stage 3**

- a) Where the matter remains unresolved, the Employee (or their Representative) may refer the grievance to the CEO for consideration and decision within seven (7) days of the process in Stage 2 being completed.
- b) Once the CEO has received the request to consider the grievance, the CEO will take all reasonable action to inform themselves of the matter.
- c) The CEO will advise the parties of their decision in writing, usually within fourteen (14) days of receiving the grievance.

74.4 **Finalising the grievance process**

74.4.1 The grievance process will be considered complete where (at any stage of the process):

- a) the aggrieved Employee withdraws the grievance in writing,
- b) there is agreement between the parties to a grievance,
- c) the process outlined in Stage 2 is completed and the Employee has not requested that the matter progress to Stage 3 within seven (7) days of the completion of Stage 2, or
- d) the CEO has considered the matter and made a decision under clause 74.3.3.

75. Resolving Disputes

75.1 **Application of the clause**

- 75.1.1 Where a dispute arises about any matter covered in this Agreement, including the application of this Agreement, or the application of the NES, the following process will be followed in a timely manner.
- 75.1.2 The procedures prescribed in this clause do not apply to dispute relating to alleged unfair dismissal or alleged unlawful action where procedures/processes are provided under the Act.
- 75.1.3 Where a matter has already been partly or completely dealt with under clause 74 (Resolving Grievances) and a party initiates a dispute on the same matter, that dispute will generally proceed directly to Stage 4 under clause 75.5, unless the parties otherwise agree.
- 75.1.4 The Employee and manager may be accompanied by a Representative of their choice at any stage during this process.

75.2 **Stage 1**

- 75.2.1 The affected Employee(s) will raise the matter directly with their manager and discuss the issue together within seven (7) days.

75.3 **Stage 2**

- 75.3.1 If the matter is not resolved at this level, either the affected Employee(s) (or where they choose, their Representative), may refer the issue to their manager's manager for review.

75.4 Stage 3

- 75.4.1 If the Employee remains unsatisfied with the outcome of that review, the parties will discuss the process they wish to apply to resolve the dispute, within seven (7) days.
- 75.4.2 Until the above procedures have been exhausted, work will continue in the normal manner and no industrial action or any other action likely to exacerbate the dispute will be taken by any party to the dispute.
- 75.4.3 Stages 1-3 will be concluded within twenty-one (21) days, unless the parties agree otherwise.
- 75.4.4 If the dispute is not resolved, either party may refer the matter to the FWC. This will occur within fourteen (14) days of the end of Stage 3, unless the parties agree to an extension of time. If the dispute is not so referred, then the dispute is at an end.

75.5 Stage 4

- 75.5.1 The FWC may deal with the dispute in two (2) stages:
 - a) first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, making a recommendation or may dismiss the dispute application in accordance with section 587 of the Act; and
 - b) if the FWC is unable to resolve the dispute at the first stage, FWC may then arbitrate the dispute, subject to any right of appeal under the Act.

PART 5

Performance Management and Ceasing Employment

76. Informal Discussion on Unsatisfactory Performance

- 76.1 Where a manager reasonably considers an Employee is not performing at the standard required, the manager shall initially meet with the Employee on an informal basis and discuss the areas of the Employee's performance that are of concern. For the avoidance of doubt, anonymous information may be used to inform a discussion about performance under this clause. Anonymous information is not evidence of unsatisfactory performance and will not be used by a manager to commence a formal process under clause 77.
- 76.2 During this informal process, the focus is on facilitating open dialogue between the manager and Employee, identifying any matters that may be affecting the Employee's performance and options or measures available to assist the Employee to achieve a satisfactory standard.

77. Unsatisfactory Performance

77.1 Application

- 77.1.1 This clause applies to all Employees except casual Employees, Sessional Employees and Employees who are in the probationary period of employment.
- 77.1.2 This clause 77 (Unsatisfactory Performance) will only occur after the informal process set out in clause 76 has occurred.

77.2 Principles

- 77.2.1 The purpose of this clause is to:
 - a) ensure that work performance issues are addressed in an effective and timely manner;
 - b) support Employees whose performance is considered unsatisfactory to improve their work performance to the required standard; and
 - c) provide a fair and transparent framework for action to be taken where an Employee performs below the College's required standard.
- 77.2.2 The process for managing Unsatisfactory Performance should be consistent with the principles of procedural fairness.

77.3 Employee Support

- 77.3.1 An Employee is entitled to be supported by a Representative at any stage of the Unsatisfactory Performance process, provided the Representative agrees to maintain confidentiality and to provide support consistent with the principles in clause 77.2.1 (a) – (c).

77.4 Unsatisfactory Performance Discussion

- 77.4.1 Where the manager reasonably considers that the Employee's performance is unsatisfactory, after discussion with People & Culture, the manager will meet with the Employee to discuss:
 - a) details of the perceived Unsatisfactory Performance (including examples of the perceived Unsatisfactory Performance);
 - b) the Employee's explanation of the perceived Unsatisfactory Performance and any mitigating circumstances or alternative views put forward by the Employee;
 - c) the improvement required and the College's expectations of performance, having regard to any information supplied by the Employee as per (b) above;
 - d) specific actions to assist in improving performance (e.g. training where appropriate); and,

- e) the timeline within which reasonable improvement is to be achieved. While the manager and Employee will seek to agree on the timeline, where mutual agreement cannot be reached the manager may determine a reasonable timeline.
- 77.4.2 Following the meeting the manager will consider the views of the Employee (including any additional information the Employee may wish to submit) and decide whether or not to proceed with the Unsatisfactory Performance process in clause 77.5. Before making that decision, the manager will take into consideration the Employee's response to the proposed Unsatisfactory Performance process and any mitigating circumstances. The manager will advise the Employee in writing of their decision (regarding whether or not to proceed) as soon as reasonably practicable after the meeting (generally within five (5) clear working days).
- 77.5 **Unsatisfactory Performance Process**
 - 77.5.1 The manager will provide the Employee with a written summary of the Unsatisfactory Performance discussion, a performance management plan ("Plan") consistent with clauses 77.4 (a), (c) – (e) and will advise the Employee of the consequences of not improving their performance (which may include termination of employment).
 - 77.5.2 While the manager and Employee will seek to agree on the objectives in the Plan, if mutual agreement cannot be reached the manager may determine reasonable objectives.
 - 77.5.3 The manager will meet regularly with the Employee during the Plan period, provide feedback to the Employee on their progress against the Plan and support the Employee to achieve the required level of performance improvement. The Plan period may be extended if the manager considers this to be reasonable.
 - 77.5.4 The outcome of an Unsatisfactory Performance process may be:
 - a) the Employee has met the required standard of performance; or
 - b) the Employee has not met the required standard, and the action taken may be:
 - i. issuing the Employee with a written warning; or
 - ii. dismissing the Employee in accordance with the termination process in clause 81.
 - 77.5.5 If the manager determines that the Employee has met the required standard of performance, the Employee will be notified in writing of this decision and that the Unsatisfactory Performance process is finished. However, if there is a recurrence of the Employee's performance issues within twelve months, the Unsatisfactory Performance process may recommence at any appropriate stage of the process.
 - 77.5.6 If the manager has determined to terminate the employment of the Employee, the CEO must be satisfied that the Employee has been given the opportunity to present all information that they believe is relevant to their situation and that the requirements of this clause have been followed appropriately.
 - 77.5.7 At the conclusion of the Unsatisfactory Performance process, the manager will determine, and provide the Employee with written notice of, the outcome of the process.
 - 77.5.8 If the decision is to terminate the Employee's employment, the College must give notice in accordance with clause 81 (Termination of employment).

78. Managing Misconduct

78.1 Purpose

78.1.1 The purpose of this clause is to:

- a) provide for the establishment of fair and transparent procedures for managing Misconduct or alleged Misconduct of an Employee; and,
- b) provide for the alleged Misconduct of the Employee to be investigated and addressed expeditiously and with minimal disruption to the workplace.

78.2 Application

78.2.1 This clause applies to all Employees except casual Employees and Sessional Employees and Employees who are in a probationary period of employment.

78.2.2 All parties commit to completing any process as quickly as possible.

78.2.3 The process for managing Employee Misconduct should be consistent with the principles of natural justice. The principles underlying the Management of Misconduct policy include:

- a) A requirement to investigate the allegations of Misconduct (where appropriate) and the capacity to suspend an Employee (with pay where the allegation relates to serious misconduct) during the process.
- b) Before meeting with the Employee, the College should provide the Employee a copy of the Management of Misconduct policy.
- c) The College will provide the Employee with sufficient details to enable the Employee to reasonably respond to the allegations.
- d) Where requested, the College should provide the Employee with a reasonable amount of time to seek advice (usually not more than three (3) working days).
- e) The College should provide the Employee with an opportunity to provide details of any mitigating circumstances.
- f) Before making a decision, the College will take into consideration the Employee's response to the allegations of Misconduct and any mitigating circumstances.
- g) An Employee is entitled to be represented by a person of their choice at any stage of the Misconduct process.

78.3 Summary Dismissal

78.3.1 Notwithstanding the provisions of this clause, the employment of any Employee may be terminated without notice by the College for serious and wilful misconduct.

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

79. Ending Your Employment

79.1 Transition to Retirement

79.2 Employees in full-time or part time (fractional) employment

- a) on an Ongoing basis; or
 - b) who have been engaged on two or more fixed-term contracts and have at least four (4) years' Continuous Service,
- may apply to reduce their time commitment under a Transition to Retirement Contract (**TTR Contract**) to a fraction of not less than 0.4 and not more than 0.8 of full-time hours when they are within two (2) years of being eligible to receive a retirement benefit from their superannuation scheme.

- 79.3 The decision to accept or not accept an Employee's application for a TTR Contract is at the College's discretion, provided that where an application is rejected the College will provide the Employee with written reason(s) for the decision.
- 79.4 If approved by the College, Employees will transfer to a part-time fixed- term TTR Contract of up to two (2) years' duration, at the conclusion of which the Employee will cease employment with the College.
- 79.5 On commencement of the TTR Contract
- the Employee will make superannuation contributions at the level appropriate to their new fraction; and
 - the College will provide a subsidy payment sufficient to ensure the retention of superannuation benefits at the level paid immediately before the commencement of the TTR Contract.
- 79.6 Further reductions in employment fraction may be agreed at any time, to a new fraction of not less than 0.4.
- 79.7 Annual leave, sick leave and long service leave under a TTR Contract will accrue at the new (reduced) fractional rate, with adjustment of entitlement to provide full recognition for leave accrued at the former employment fraction. The fraction of appointment may be adjusted for a period to facilitate the reduction of any excess annual and long service leave credits.

80. Redundancy

- 80.1 Redundancy occurs where the College 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, having explored redeployment opportunities under clause 16.
- 80.2 Employees engaged before the Operative Date will not have their position declared redundant solely or predominantly because they do not agree to work outside of 8.00am to 6.00 pm Monday to Friday under clause 10.3.1.
- 80.3 Where redundancy occurs an Employee engaged on an Ongoing or fixed-term basis will be entitled to severance payments in accordance with the table outlined below.
- 80.4 An Employee over the age of forty-five years who is made redundant will receive an additional 15% of the severance pay entitlement as outlined in Column E in the table below.
- 80.5 The period of notice prescribed for ordinary termination in clause 81 will be paid in addition to the severance payment (as outlined in columns A and D below).

	A	B	C	D	E	F
Years of service	Notice (under 45 years)	Severance (under 45 years)	Total weeks (under 45 years) A+B=C	Notice (over 45 years) cl. 62*	Severance (if over 45 years) cl. 61.2.6 B+15%=E	Total weeks (if over 45 years) D+E=F
Less than 1 year	2	0	2	2	0	2
1 year and less than 2 years	3	4	7	3	4.6	7.6
2 years and less than 3 years	3	7	10	4	8.05	12.05
3 years and less than 4 years	4	10	14	5	11.5	16.5
4 years and less than 5 years	4	12	16	5	13.8	18.8
5 years and less than 6 years	5	14	19	6	16.1	22.1
6 years and less than 7 years	5	16	21	6	18.4	24.4
7 years and less than 8 years	5	17	22	6	19.55	25.55

8 years and less than 9 years	5	18	23	6	20.7	26.7
9 years and less than 10 years	5	19	24	6	21.85	27.85
10 years and less than 11 years	5	20	25	6	23	29
11 years and less than 12 years	5	21	26	6	24.15	30.15
12 years and less than 13 years	5	22	27	6	25.3	31.3
13 years and less than 14 years	5	23	28	6	26.45	32.45
14 years and less than 15 years	5	24	29	6	27.6	33.6
15+ years	5	25	30	6	28.75	34.75

80.6 'Weeks' pay' means the ordinary rate of pay for the Employee's ordinary hours of work, excluding:

- 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 similar ancillary payments.

80.7 During the period of notice of termination given by the College, an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

80.8 Clause 80 does not apply to:

- a) probationary Employees;
- b) apprentices;
- c) trainees; or,
- d) casual and Sessional Employees.

80.9 **Transfer of Business**

80.9.1 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 80.1 to 80.7 are not applicable where the business or part of the business is transferred from the College 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 College (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 College; and,
 - which recognises the period of Continuous Service which the Employee had with the College and, if relevant any prior transferor) to be Continuous Service of the Employee with the second employer.
- 80.9.2 FWC may vary clause 80.9.1(a) if it is satisfied that this provision would operate unfairly in a particular case.
- 80.9.3 Subject to alternative arrangements being negotiated with the Union or an individual Employee, in the event that the College's business is taken over by or sold to an entity, which is not a controlled entity of the 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.
- 80.9.4 In the event of amalgamation or bankruptcy affecting the College, and subject to statutory requirements in such circumstances, the payment of Employee entitlements will be the first priority before any other liability of the College.
- 80.9.5 These arrangements will not permit the 'cashing-out' of leave entitlements, except where the Employee has terminated or been terminated from the employ of the College.

81. Termination of Employment

81.1 Notice of Termination – Professional Staff

- 81.1.1 In order to terminate the employment of a Ongoing or fixed-term Professional Staff Employee, the College will give to the Employee the period of notice, or make a payment to the Employee of the notice period, specified in the table below:

Period of Continuous Service	Period of notice (in weeks)
1 year or less	2
Over 1 year and up to the completion of 3 years	3
Over 3 years and up to the completion of 5 years	4
Over 5 years of completed service	5

81.2 Notice of Termination – Diploma Teacher, ELICOS Teacher, Academic Teacher

- 81.2.1 In order to terminate the employment of an Ongoing or fixed-term Diploma Teacher, ELICOS Teacher or Academic Teacher the College will give the Employee at least four weeks' notice, or the payment of four weeks' salary instead of notice.
- 81.3 In addition to the period of notice specified in clause 81.1 and 81.2, 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) weeks' notice.
- 81.4 The notice of termination required to be given by an Employee is the same as that required of the College, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 81.5 **Summary Dismissal**
 - 81.5.1 The College has the right to dismiss any Employee without notice for serious and wilful misconduct in which case any entitlements under this Agreement are to be paid up to the time of dismissal only.

SCHEDULES

Schedule 1 Salary Rates – Professional Staff

Professional Staff Classification	1 July 2019 (2%)*		1 Jul 2020 (2%)		1 Jul 2021 (2%)		1 Jul 2022 (2%)	
	From	To	From	To	From	To	From	To
Level 1	\$50,452	\$56,875	\$51,461	\$58,012	\$52,490	\$59,172	\$53,540	\$60,356
Level 2	\$57,563	\$64,815	\$58,714	\$66,112	\$59,889	\$67,434	\$61,087	\$68,783
Level 3	\$66,271	\$72,898	\$67,596	\$74,356	\$68,948	\$75,843	\$70,327	\$77,360
Level 4	\$74,353	\$81,790	\$75,840	\$83,426	\$77,357	\$85,095	\$78,904	\$86,796
Level 5	\$83,244	\$95,731	\$84,909	\$97,645	\$86,607	\$99,598	\$88,339	\$101,590
Level 6	\$97,674	\$112,324	\$99,627	\$114,570	\$101,620	\$116,862	\$103,652	\$119,199
Level 7	\$114,262	\$131,405	\$116,547	\$134,033	\$118,878	\$136,714	\$121,256	\$139,448
Casual Rates								
Level 1	\$33.46		\$34.13		\$34.81		\$35.50	
Level 2	\$38.16		\$38.92		\$39.70		\$40.49	
Level 3	\$43.94		\$44.82		\$45.72		\$46.63	
Level 4	\$49.31		\$50.29		\$51.30		\$52.32	
Level 5	\$55.20		\$56.31		\$57.43		\$58.58	
Level 6	\$64.76		\$66.05		\$67.38		\$68.72	
Level 7	\$75.81		\$77.32		\$78.87		\$80.45	

* To be paid retrospectively from the Operative Date in accordance with clause 18.1.

Schedule 2 Classification Descriptors – Professional Staff

Training Level or Qualifications

Level	Training Level or Qualifications
1	<ul style="list-style-type: none"> No formal qualification or work experience
2	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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

6	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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

Level of Supervision

Level	Level of Supervision	
1	Type of direction	<ul style="list-style-type: none"> • Very regular, complete
	Content of direction	<ul style="list-style-type: none"> • Tasks, work methods, timelines, priorities, work standards, sequence of tasks
	Checking/approval of work	<ul style="list-style-type: none"> • Regularly
	Monitoring work quality	<ul style="list-style-type: none"> • Regularly
	Problem resolution	<ul style="list-style-type: none"> • Most work problems referred to supervisor
	Supervision of staff	<ul style="list-style-type: none"> • No direct supervision
2	Type of direction	<ul style="list-style-type: none"> • Regular, comprehensive
	Content of direction	<ul style="list-style-type: none"> • Tasks, work methods, timelines, priorities, work standards
	Checking/approval of work	<ul style="list-style-type: none"> • Regularly for designated complex tasks; • Intermittently or by exception for routine tasks
	Monitoring work quality	<ul style="list-style-type: none"> • Regularly
	Problem resolution	<ul style="list-style-type: none"> • Refers anything beyond established procedures/precedents to supervisor for direction or resolution
	Supervision of staff	<ul style="list-style-type: none"> • No direct supervision
3	Type of direction	<ul style="list-style-type: none"> • General, mostly when new tasks are given

	Content of direction	<ul style="list-style-type: none"> • Tasks, work methods, timelines, priorities, work standards • Some latitude to vary work sequence • Requirement to determine own work program within established priorities
	Checking/approval of work	<ul style="list-style-type: none"> • Intermittently or by exception in relation to complex new tasks only
	Monitoring work quality	<ul style="list-style-type: none"> • 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
	Problem resolution	<ul style="list-style-type: none"> • Routine, familiar work problems (no implications beyond work area) can be resolved, but supervisor is usually informed • Position should alert others about problem areas and provide information to assist in corrective action
	Supervision of staff	<ul style="list-style-type: none"> • May instruct casual, temporary or new staff in specified task; may participate in induction of new staff
4	Type of direction	<ul style="list-style-type: none"> • General; a level of independence exercised in some work
	Content of direction	<ul style="list-style-type: none"> • Work outputs or outcomes, timelines, priorities • Occupants must plan and organise own work within established procedures to meet objectives • Some independence in achieving prescribed goals
	Checking/approval of work	<ul style="list-style-type: none"> • Rarely for routine work – by exception for the most complex work
	Monitoring work quality	<ul style="list-style-type: none"> • Quality of outputs or outcomes reviewed generally at completion or during performance reviews • Occupants responsible for adherence to work standards and established procedures • Some independence around modifying, enhancing or redefining operational tasks
	Problem resolution	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Instruction of casual, temporary or new staff in specified tasks; participation in induction of new staff
5	Type of direction	<ul style="list-style-type: none"> • General; a level of independence exercised in most work

	Content of direction	<ul style="list-style-type: none"> 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
	Checking/approval of work	<ul style="list-style-type: none"> Only where required (e.g. for work which requires signature of authorised delegate)
	Monitoring work quality	<ul style="list-style-type: none"> 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
	Problem resolution	<ul style="list-style-type: none"> 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
	Supervision of staff	<ul style="list-style-type: none"> 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
6	Type of direction	<ul style="list-style-type: none"> Minimal; a high level of independence to be exercised in most work
	Content of direction	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Only where required (e.g. for work which requires signature of authorised delegate)
	Monitoring work quality	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Yes; occupants are responsible for staff development, performance management and team motivation

7	Type of direction	<ul style="list-style-type: none"> Minimal; occupants operate independently
	Content of direction	<ul style="list-style-type: none"> 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
	Checking/approval of work	<ul style="list-style-type: none"> Only where required (e.g. for work which requires signature of authorised delegate)
	Monitoring work quality	<ul style="list-style-type: none"> Broad review of overall quality of outcomes during performance reviews Occupants responsible for quality of work of self and (where relevant) team
	Problem resolution	<ul style="list-style-type: none"> Occupants resolve work problems for self and team Occupants are expected to analyse the problem, recommend solutions and inform supervisor
	Supervision of staff	<ul style="list-style-type: none"> 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

Task Level

Level	Task Level	
1	Range of tasks/functions	<ul style="list-style-type: none"> Routine, single task or small number of related tasks
	Complexity	<ul style="list-style-type: none"> Very straightforward
	Existence of guidelines	<ul style="list-style-type: none"> Established procedures cover all work at this level
	Information/advice provided	<ul style="list-style-type: none"> Provide very basic information, usually to supervisor or other staff; Required to inform supervisor and occasionally other staff about work completed
	Budgets	<ul style="list-style-type: none"> N/A
	Input to process improvements	<ul style="list-style-type: none"> Input not expected
	Input to policy development	<ul style="list-style-type: none"> N/A

2	Range of tasks/functions	<ul style="list-style-type: none"> • Routine, recurring, familiar; • Tasks are usually within a single subject area
	Complexity	<ul style="list-style-type: none"> • Straightforward; either clear process or response, or limited choice and clear criteria for choice
	Existence of guidelines	<ul style="list-style-type: none"> • Established procedures cover all work at this level
	Information/advice provided	<ul style="list-style-type: none"> • Provide basic information and/or advice to supervisor and/or stakeholders
	Budgets	<ul style="list-style-type: none"> • N/A
	Input to process improvements	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • N/A
3	Range of tasks/functions	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • N/A
	Input to process improvements	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • N/A

4	Range of tasks/functions	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • May provide reliable guidance, opinions or suggestions in addition to factual information/interpretations based on experience and within established guidelines and precedents
	Budgets	<ul style="list-style-type: none"> • N/A
	Input to process improvements	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • May be required to review and provide feedback and/or information to support policy development/ maintenance as required
5	Range of tasks/functions	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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
	Budgets	<ul style="list-style-type: none"> • May receive budget information for own work unit
	Input to process improvements	<ul style="list-style-type: none"> • Regular input; expected to recognise and analyse deficiencies and make recommendations
	Input to policy development	<ul style="list-style-type: none"> • May be expected to have input to policy review and development, and may make recommendations
6	Range of tasks/functions	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • May have input to the formulation of the relevant budget and will usually be responsible for ongoing budget management
	Input to process improvements	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Expected to participate in relevant policy development, be aware of, and sometimes participate in, business planning at wider unit level
7	Range of tasks/functions	<ul style="list-style-type: none"> • Very broad, positions incorporate many of the activities that comprise a complete function in the organisation, or are professional positions performing across multiple functions • May have supervisory responsibility and will have significant resource planning and management responsibility (program, project and/or staff)
	Complexity	<ul style="list-style-type: none"> • Require integration of a number of functional areas, or in-depth handling of complex specialised function or project(s) • Manage complex work undertaken by subordinates or project team members
	Existence of guidelines	<ul style="list-style-type: none"> • 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
	Information/advice provided	<ul style="list-style-type: none"> • Recommendations often provided to peers and managers in the College and external organisations • Advice is often sought due to experience and recognised breadth of knowledge • Recognised reference point within the work area, and often externally
	Budgets	<ul style="list-style-type: none"> • Usually accountable for the formulation and management of the immediate work unit's budget • Amount of discretionary expenditure is higher than at lower levels
	Input to process improvements	<ul style="list-style-type: none"> • Responsible for process improvement within area
	Input to policy development	<ul style="list-style-type: none"> • Positions may be responsible for policy development – including identifying policy needs, proposing policy options, making recommendations • Usually participates in the business planning process for the wider work area

Organisational Knowledge

Level	Organisational Knowledge	
1	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> Not necessary
	Work unit (structure, operations and services)	<ul style="list-style-type: none"> Broad familiarity
	Procedures and operations	<ul style="list-style-type: none"> Only those related to own work area
	Knowledge of policy	<ul style="list-style-type: none"> A general awareness to perform work tasks and key workplace obligations
	Understanding of external impacts	<ul style="list-style-type: none"> A general awareness of external impacts relevant to area of work
	Contacts and networks	<ul style="list-style-type: none"> Within immediate work area only
	Customer Service and cultural diversity	<ul style="list-style-type: none"> Ability to follow directions about how customers and students are to be addressed
2	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> Broad knowledge
	Work unit (structure, operations and services)	<ul style="list-style-type: none"> Good knowledge
	Procedures and operations	<ul style="list-style-type: none"> Good knowledge of those required for the tasks allocated
	Knowledge of policy	<ul style="list-style-type: none"> A general awareness to perform work tasks and key workplace obligations
	Understanding of external impacts	<ul style="list-style-type: none"> A general awareness of external impacts relevant to area of work
	Contacts and networks	<ul style="list-style-type: none"> May occasionally be required beyond immediate work area
	Customer Service and cultural diversity	<ul style="list-style-type: none"> Broad awareness and appreciation of customer needs and cultural sensitivities

3	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Require the knowledge and skills to understand and apply technology, work practices and work flow in the area
	Knowledge of policy	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Knowledge of operational relationships between immediate work area and other work areas including the University
	Contacts and networks	<ul style="list-style-type: none"> Routine contact with counterparts and peers in other work units and/or externally
	Customer Service and cultural diversity	<ul style="list-style-type: none"> Understanding of basic principles and requirements of customer needs and cultural sensitivities
4	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> 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
	Procedures and operations	<ul style="list-style-type: none"> Detailed knowledge of rules, regulations or technical concepts or procedures is required within immediate work area, including precedent and exceptional cases
	Knowledge of policy	<ul style="list-style-type: none"> Awareness of the policy basis of established procedures may be required
	Understanding of external impacts	<ul style="list-style-type: none"> 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 the University
	Contacts and networks	<ul style="list-style-type: none"> Regular contact with colleagues and peers in other work units and/or externally
	Customer Service and cultural diversity	<ul style="list-style-type: none"> Understanding of general principles and requirements of customer needs and cultural sensitivities

5	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Extensive understanding, including precedent and exceptional cases; • Knowledge of rules, regulations or technical concepts or procedures required on a regular basis
	Knowledge of policy	<ul style="list-style-type: none"> • Broad knowledge of policy underlying regular work is often required
	Understanding of external impacts	<ul style="list-style-type: none"> • 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 the University
	Contacts and networks	<ul style="list-style-type: none"> • Knowledge of and regular interaction with appropriate operational peers and contacts in related internal and external work units
	Customer Service and cultural diversity	<ul style="list-style-type: none"> • Knowledge and understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach staff in this area
6	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Good understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach and lead staff in this area
7	Whole organisation (structure, operations and services)	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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
	Knowledge of policy	<ul style="list-style-type: none"> 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 May be recognised as the point of contact for others in relation to policy
	Understanding of external impacts	<ul style="list-style-type: none"> 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
	Contacts and networks	<ul style="list-style-type: none"> Often required to establish and maintain extensive networks both within and external to the organisation Often required to represent the organisation in significant external operation at forums and situations Actively influences others in the achievement of specific set objectives 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 Negotiate, resolve conflict and/or drive change involving a broad range of issues which may involve large scale impact and longer term implications

	Customer Service and cultural diversity	<ul style="list-style-type: none"> In depth understanding of principles and requirements of customer needs and cultural sensitivities, with the ability to coach and lead staff in this area.
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Judgement, Independence and Problem Solving

Level	Judgement, Independence and Problem Solving	
1	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> Follow directions, understand straightforward systems and work processes
	Extent of decision making	<ul style="list-style-type: none"> Limited to identifying task problems and alerting supervisor to any unusual elements
	Impact of decisions	<ul style="list-style-type: none"> Limited to immediate task area
2	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> Refer to established procedures and guidelines
	Extent of decision making	<ul style="list-style-type: none"> Choice from limited number of known alternatives; Guidance readily available
	Impact of decisions	<ul style="list-style-type: none"> Decisions impact own work
3	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Decisions impact own work
4	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Decisions generally impact only own work • Advice may be relied upon by stakeholders
5	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Decisions impact own work, that of the team and key stakeholders • Advice is usually relied upon by stakeholder
6	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Decisions may impact own work, work of team and internal and external stakeholders; • Advice and recommendations relied on by internal and external stakeholders
7	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 College's strategic objectives may be required. • A variety of alternatives must be analysed before choices can be made
	Impact of decisions	<ul style="list-style-type: none"> • 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

Diploma Teachers	1 Jul 2019 * (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Level 1	\$74,086	\$75,568	\$77,079	\$78,621
Level 2	\$78,666	\$80,239	\$81,844	\$83,481
Level 3	\$83,243	\$84,908	\$86,606	\$88,338
Level 4	\$87,825	\$89,581	\$91,373	\$93,200
Level 5	\$92,399	\$94,247	\$96,132	\$98,055
Level 6	\$96,981	\$98,921	\$100,899	\$102,917
Level 7	\$101,558	\$103,589	\$105,661	\$107,774
Level 8	\$106,142	\$108,265	\$110,430	\$112,638
Subject Coordinator	\$117,088	\$119,430	\$121,819	\$124,255
Team Leader	\$125,672	\$128,185	\$130,749	\$133,364
Academic Manager	\$129,036	\$131,616	\$134,249	\$136,934
Unit leadership Allowance **	\$2,500	\$2,550	\$2,601	\$2,653
Assessment Moderators Allowance (per subject area)**	\$2,500	\$2,550	\$2,601	\$2,653
Tutorial (up to 25 students)	\$108.04	\$110.20	\$112.40	\$114.65
Tutorial (3 years or more)+	\$111.28	\$113.51	\$115.78	\$118.09
Tutorial (where Diplomas Teacher holds a doctorate)	\$121.11	\$123.54	\$126.01	\$128.53
Lecture (26 or more students)+	\$162.05	\$165.29	\$168.59	\$171.97
Lecture (3 years or more)+	\$166.90	\$170.24	\$173.65	\$177.12
Non-teaching A	\$80.98	\$82.60	\$84.25	\$85.93
Non-teaching B	\$53.82	\$54.89	\$55.99	\$57.11
Exam Marking	\$20.43	\$20.84	\$21.26	\$21.68

+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.

* To be paid retrospectively from the Operative Date in accordance with clause 18.1.

** Allowance is per unit, per annum and is capped at 3 units per semester.

*** A 'subject area' may consist of up to 3 units for which the full allowance is payable. For subject areas that consist of 1 or 2 units, the allowance is 1/3 or 2/3 of the full amount respectively.

Schedule 4 Diplomas Teachers Classification

Position Appointment Criteria

Qualification Category	Years of Relevant Experience	Placement Level 1 to 8
Relevant Post Graduate degree + teaching qualification	7 +	8
	6 - 7	7
	5 - 6	6
	4 - 5	5
	3 - 4	4
	2 - 3	3
	1 - 2	2
	0 - 1	N/A
Relevant Undergraduate degree + teaching qualification	8 +	8
	7 - 8	7
	6 - 7	6
	5 - 6	5
	4 - 5	4
	3 - 4	3
	2 - 3	2
	1 - 2	1
	0 - 1	1

Notes:

- Industry experience which is directly relevant to the discipline area the Employee will teach and which is likely to enhance student learning will be accepted as partial fulfilment of teaching experience requirements. As an example, industry experience will be relevant where the work experience allows the teacher to provide real world and current examples or case studies to students that are relevant to the curriculum.
- Relevant teaching experience equals senior secondary or post-secondary teaching in a relevant discipline.
- Post appointment, progression from one level to the next level will occur annually, up to a maximum of Level 8, subject to a Diploma Teacher's ongoing satisfactory conduct, diligence and performance.

Schedule 5 Salary Rates – ELICOS Teachers

ELICOS Teachers	1 Jul 2019* (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Level 1.1	\$70,593	\$72,005	\$73,445	\$74,914
Level 2.1	\$74,284	\$75,770	\$77,285	\$78,831
Level 2.2	\$76,744	\$78,279	\$79,845	\$81,442
Level 3.1	\$79,211	\$80,795	\$82,411	\$84,059
Level 3.2	\$81,675	\$83,308	\$84,975	\$86,674
Level 3.3	\$84,155	\$85,838	\$87,554	\$89,306
Level 4.1	\$87,339	\$89,086	\$90,868	\$92,685
Level 4.2	\$90,310	\$92,117	\$93,959	\$95,838
Level 4.3	\$92,930	\$94,788	\$96,684	\$98,618
Coordinator or Specialist	\$100,968	\$102,987	\$105,047	\$107,148
Program Leader	\$107,457	\$109,606	\$111,798	\$114,034
Leading Specialist	\$108,178	\$110,342	\$112,549	\$114,800
Sessional teaching rate	\$88.09	\$89.85	\$91.65	\$93.48
Sessional teaching rate (3 years or more)+	\$90.73	\$92.54	\$94.39	\$96.28
Sessional non-teaching rate	\$55.06	\$56.16	\$57.28	\$58.43
Daily sessional rate for Monash English	\$403.28	\$411.34	\$419.57	\$427.96
Daily sessional rate for MEB Module 1	\$423.98	\$432.40	\$441.05	\$449.87

ELICOS Teachers	Operative Date of Agreement* (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Daily sessional rate for MEB Module 2	\$442.60	\$460.49	\$469.69	\$479.09
Daily sessional rate for Monash English (3 years or more)	412.85	\$422.12	\$430.57	\$439.18
Daily sessional rate for MEB Module 1 (3 years or more)	433.09	\$443.18	\$452.05	\$461.09
Daily sessional rate for MEB Module 2 (3 years or more)	460.09	\$471.26	\$480.69	\$490.30

+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.

* To be paid retrospectively from the Operative Date in accordance with clause 18.1.

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 College.

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 this Schedule (see 'Progression' below). 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 will 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 will be converted to the equivalent full-time experience and applied accordingly.

Progression

Progression from one salary level to the next salary level will occur annually subject to the gaining of new skills, continuing satisfactory conduct, diligence and performance of a teacher 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.

Qualification Category	Years of Relevant Experience	Placement Level 1.1 to 4.3
A		
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)	5 +	4.3
	4 - 5	4.2
	3 - 4	4.1
	2 - 3	3.3
	1 - 2	3.2
	0 - 1	3.1
B		
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	6 +	4.3
	5 - 6	4.2
	4 - 5	4.1
	3 - 4	3.3
	2 - 3	3.2
	1 - 2	3.1

Qualification Category	Years of Relevant Experience	Placement Level 1.1 to 4.3
Bachelor Degree or Diploma (if deemed equivalent to a degree) including TESOL/LOTE method	0 - 1	2.2
C		
Minimum of Bachelor Degree or Diploma (if deemed equivalent to a degree) plus a recognised TESOL certificate (e.g. CELTA)	7 +	4.3
	6 - 7	4.2
	5 - 6	4.1
	4 - 5	3.3
	3 - 4	3.2
	2 - 3	3.1
	1 - 2	2.2
	0 - 1	2.1
D		
Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications* *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.	8 +	4.3
	7 - 8	4.2
	6 - 7	4.1
	5 - 6	3.3
	4 - 5	3.2
	3 - 4	3.1
	2 - 3	2.2
	1 - 2	2.1
	0 - 1	1.1

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 postgraduate qualification in a relevant area, will have at least three (3) years teaching experience and are eligible for Executive 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. Program Leader

- 3.1. Appointment to a position of Program Leader will be through a merit-based selection process.
- 3.2. The Program Leader is responsible for leading and managing a team of teachers, promoting a culture of teaching excellence and collaboration and ensuring that teachers are well-equipped to successfully deliver their program curriculum and meet the needs of our students.
- 3.3. The Program Leader will support the Head of Studies and broader leadership team in implementing, embedding and driving English Language Centre strategic projects, policies, procedures and obligations.
- 3.4. Participation in the annual PEP process is an expectation of the Program Leader role.

4. Leading Specialist

- 4.1. Appointment to a position of Leading Specialist will be through a merit-based selection process.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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 manager, develops relevant policies and procedures, assists with administration of MUELC programs, undertakes project and research leadership roles, leads and influences alignment with College values as well as undertakes administrative requirements in a timely and efficient manner.

- 4.5. A Leading Specialist measures student progress and the success of the MUELC curriculum as directed by a manager.
- 4.6. Participation in the annual PEP process is an expectation of the Leading Specialist 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 managers to ensure learner / program issues or concerns are dealt with in a timely manner; and
 - 1.1.6. works collaboratively and demonstrates commitment to College 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.

Schedule 8 Monash Professional Trainer Rates

Monash Professional Trainers	1 Jul 2019 ** (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Hourly rate – A	\$88.09	\$89.85	\$91.65	\$93.48
Hourly rate – A (3 years or more)+	\$90.73	\$92.54	\$94.39	\$96.28
Hourly rate – B	\$101.31	\$103.33	\$105.40	\$107.51
Hourly rate – B (3 years or more)+	\$104.35	\$106.43	\$108.56	\$110.73
Hourly rate – C	\$110.11	\$112.31	\$114.56	\$116.85
Hourly rate – C (3 years or more)+	\$113.41	\$115.68	\$118.00	\$120.36
Non-teaching duties (hourly day rate)	\$55.06	\$56.16	\$57.28	\$58.43

* 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 3. 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.

** To be paid retrospectively from the Operative Date in accordance with clause 18.1.

Schedule 9 Bachelor of International Business Salary Rates

Academic Teacher	1 Jul 2019 *** (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Level A1	\$67,028	\$68,368	\$69,736	\$71,130
Level A2	\$70,862	\$72,279	\$73,725	\$75,199
Level A3	\$74,688	\$76,182	\$77,705	\$79,260
Level A4	\$78,519	\$80,089	\$81,691	\$83,325
Level A5	\$81,628	\$83,261	\$84,926	\$86,624
Level A6	\$84,739	\$86,434	\$88,163	\$89,926
Level A7	\$87,857	\$89,614	\$91,407	\$93,235
Level A8	\$90,967	\$92,787	\$94,642	\$96,535
Level B1	\$95,752	\$97,667	\$99,620	\$101,613
Level B2	\$99,343	\$101,330	\$103,357	\$105,424
Level B3	\$102,930	\$104,988	\$107,088	\$109,230
Level B4	\$106,522	\$108,653	\$110,826	\$113,042
Level B5	\$110,113	\$112,315	\$114,561	\$116,852
Level B6	\$113,703	\$115,977	\$118,297	\$120,663
Level B7	\$117,296	\$119,642	\$122,035	\$124,476
Level C1	\$120,885	\$123,303	\$125,769	\$128,284
Level C2	\$124,475	\$126,965	\$129,504	\$132,094
Level C3	\$128,072	\$130,633	\$133,246	\$135,911
Leadership/Unit Allowance 1*	\$1,739	\$1,773	\$1,809	\$1,845
Leadership/Unit Allowance 2**	\$3,478	\$3,547	\$3,618	\$3,691

* 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.

*** To be paid retrospectively from the Operative Date in accordance with clause 18.1.

Schedule 10 Bachelor of International Business Sessional Academic Teachers Salary Rates

Sessional Academic Teacher	1 Jul 2019 * (2%)	1 Jul 2020 (2%)	1 Jul 2021 (2%)	1 Jul 2022 (2%)
Workshop (with doctoral qualification)	\$168.58	\$171.95	\$175.39	\$178.89
Repeat Workshop (with doctoral qualification)	\$112.38	\$114.63	\$116.92	\$119.26
Workshop (without doctoral qualifications)	\$140.97	\$143.79	\$146.67	\$149.60
Repeat Workshop (without doctoral qualifications)	\$93.98	\$95.86	\$97.78	\$99.74
Marking (with doctoral qualifications)	\$56.19	\$57.32	\$58.46	\$59.63
Marking (without doctoral qualifications)	\$46.99	\$47.93	\$48.89	\$49.87
Non-Teaching (with doctoral qualifications)	\$56.19	\$57.32	\$58.46	\$59.63
Non-Teaching (without doctoral qualifications)	\$46.99	\$47.93	\$48.89	\$49.87

The minimum salary paid to Academic Teachers employed on a Sessional basis will be the rates set out in this Schedule.

The rates for workshops are for 1 hour of delivery and all associated preparation, consultation and marking (other than final exam marking).

* To be paid retrospectively from the Operative Date, in accordance with clause 18.1.

Schedule 11 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 College 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 College, 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 9, 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 College; and

- 1.4.4 demonstrated satisfactory performance against the appropriate academic level.
- 1.5 Movement to Academic Level C will be based on merit following a thorough and fair process.

Schedule 12 Bachelor of International Business Sessional Work Descriptors

1. Sessional Work Descriptors

1.1. Workshops

'Workshop' means any education delivery, described as a tutorial or workshop in a course or unit outline, or in an official timetable issued by the College.

Except for repeat workshops, the rates prescribed are paid per hour of workshop delivered and 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.

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 workshops;
- 1.1.2. marking of all student work for which the Sessional Teacher is responsible arising from the workshop, except final exam marking;
- 1.1.3. incidental administration of relevant records of students for whom the Sessional Teacher is responsible;
- 1.1.4. consultation with students arising from the workshop including face to face and email consultation; and/or
- 1.1.5. attendance at ad hoc meetings specifically for the purpose of assisting Sessional Teachers to prepare for their 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 manager 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. Marking

Sessional Teachers will be paid marking rates as set out in this Agreement where they undertake marking as a requirement of the manager, other than marking which arises out of the workshop. This includes the marking of final exams.

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.

1.3. Non-teaching rate

The non-teaching rate will be paid for activities as set out in clause 66.2 and Schedule 10.

Schedule 13 Positions of Responsibility Framework - MUELC

1. Overarching Principles / POR scope

- 1.1. 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.
- 1.2. 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.
- 1.3. Positions of Responsibility provide teachers with an interest in teaching-related activities outside the classroom an opportunity for professional and career development.
- 1.4. Where necessary, there will be a provision for regular time release from face to face teaching duties, which will be determined by the Executive 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;
 - 3.2.3 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; and
 - 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 (e.g. multiple locations);
 - 3.2.5 complexity of the programs/classes/projects; and
 - 3.2.6 project needs, deliverables and timelines.
- 3.3 Time release will be established by the manager 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.

POR level	Allowance (p.a.) as at 1/07/2019 * 2%	Allowance (p.a.) as at 1/07/2020 2%	Allowance (p.a.) as at 1/07/2021 2%	Allowance (p.a.) as at 1/07/2022 2%
Level 1	\$2,323	\$2,369	\$2,417	\$2,465
Level 2	\$4,646	\$4,739	\$4,834	\$4,930
Level	\$6,969	\$7,109	\$7,251	\$7,396

*To be paid retrospectively from the Operative Date , in accordance with clause 18.1.

Schedule 14 Workforce Composition Methodology - Diplomas

The following methodology will be used to determine the annualised workforce composition for Diplomas in accordance with clause 55. Where new category of teaching employment is introduced, the College will consult with the Diplomas Consultative Committee as to how any new teaching categories will be classified with respect to the application of this Schedule.

A = Total FTE of Ongoing Diploma Teachers

B = Total FTE of Ongoing Academic Managers

C = Total FTE of Ongoing Team Leaders

D = Total hours of Ongoing Diplomas Teachers

E = Total FTE of fixed-term Diploma Teachers

F = Total FTE of fixed-term Academic Managers

G = Total FTE of fixed-term Team Leaders

H = Total hours of fixed-term Diplomas Teachers

I = Total hours of annual leave, personal leave and long-service leave for Ongoing and fixed-term Diploma Teachers

J = Total hours annual leave, personal leave and long-service leave for Ongoing and fixed-term Academic Managers

K = Total hours annual leave, personal leave and long-service leave for Ongoing and fixed-term Team Leaders

L = Total adjustment for Ongoing and fixed-term leave

M = Total Sessional teaching hours

N = Total Sessional non-teaching hours

O = Adjusted total Sessional hours

$$D = 36.25 * 52 * (A + 0.375*B + 0.375*C)$$

$$H = 36.25 * 52 * (E + 0.375*F + 0.375*G)$$

$$L = 0.5 * (I + 0.375 * J + 0.5 * K)$$

$$O = M * 2 + N - L$$

$$D : H : O$$

Schedule 15 Workforce Composition Methodology – English

The following methodology will be used to determine the annualised workforce composition for English Language Division in accordance with clause 60.

A = Actual hours paid to Ongoing Teaching staff over the previous 12 months;

B = Actual hours paid to fixed-term Teaching staff over the previous 12 months;

C = Number of days paid to Sessional Teaching staff over the previous 12 months;

D = Number of hours paid to Sessional Teaching staff over the previous 12 months;

E = Total hours paid to Teaching staff for 12 months;

F = Percentage of Ongoing Teaching Hours;

G = Percentage of fixed-term Teaching Hours;

H = Percentage of Sessional Teaching Hours.

The calculation:

$$D = C * 7.25$$

$$E = A + B + D$$

$$F = (A/E) \times 100$$

$$G = (B/E) \times 100$$

$$H = (D/E) \times 100$$

$$\text{Annualised Ratio} = F : G : H$$

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of

MONASH COLLEGE PTY LTD by its authorised officer

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Signature

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date

.....
Name (print)

Address

Position

in the presence of:

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Signature

.....
date

.....
Name (print)

Address

Signed by an Employee representative

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Signature

.....
date

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Name (print)
Address
Position

in the presence of:

.....
Signature

.....
date

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Name (print)
Address