



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Monash College Proprietary Limited Trading AS Monash College
(AG2025/1595)

MONASH COLLEGE PTY LTD ENTERPRISE AGREEMENT 2025

Educational services

COMMISSIONER TRAN

MELBOURNE, 22 AUGUST 2025

Application for approval of the Monash College Pty Ltd Enterprise Agreement 2025

[1] Monash College (ABN: 64 064 031 714) has applied for approval of an enterprise agreement known as the *Monash College Pty Ltd Enterprise Agreement 2025* under s 185 of the *Fair Work Act 2009* (Cth).

[2] The Agreement is a single enterprise agreement

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

- Clause 25.3.1(a) – Unpaid carer’s leave
- Clause 28.1.1 – Public holidays
- Clause 33 – Compassionate leave

[4] The Employer has provided written **undertakings**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[5] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

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

[8] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 29 August 2025.

[9] In accordance with clause 4.1, the **nominal expiry date** of the Agreement is 31 December 2026.



COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/1595

Applicant:
Monash College Proprietary Limited T/A Monash College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Nicole Hebblewhite, Director HR Projects, have the authority given to me by Monash College Proprietary Limited to give the following undertaking with respect to the *Monash College Pty Ltd Enterprise Agreement 2025* ("the Agreement"):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. A reference to a "script" in clause 50.2.4 of the Agreement refers to the subset of questions within an exam that are manually marked by casual employees engaged for exam marking. It does not refer to an entire exam paper, which may also include auto-marked questions.
3. The calculation of "scripts" for the purpose of determining a per-script payment of exam marking under Schedule 3 is as follows:
 - (a) The number of marks assigned to a specific manually marked question is divided by the total marks allocated to all manually marked questions in the exam.
 - (b) The proportion calculated at paragraph 3(a) above is multiplied by the total number of exam papers each exam marker has completed to determine the total number of scripts.
 - (c) The total number of scripts calculated at paragraph 3(b) above is then multiplied by the per-script rate contained in Schedule 3.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'N. H. H. H.', written in a cursive style.

Signature

19 August 2025

Date

Monash College Pty. Ltd. Enterprise Agreement 2025

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

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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 2025.

2. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) as amended.
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 who are engaged in classifications described by Schedule 2, Schedule 4 and Schedule 6 of this Agreement on a full-time, part-time, Ongoing, fixed-term, casual or Sessional basis other than an Employee employed as a Nominated Employee.
Family and Domestic Violence	means family and domestic violence as defined by the FW Act.
FWC	Means the Fair Work Commission.
Immediate Family	means: a) an Employee's Partner including the Employee's former Partner; 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 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.
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.
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 or wages an employee is entitled to receive for performing their ordinary hours of work and will not include overtime, penalty rates, shift allowances, special rates and other allowances or any other payment of a like nature.

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, and includes a former partner of the Employee.
Performance and Development Program	Refers to 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 an Employee engaged in a classification defined in Schedule 2.
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	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: <ul style="list-style-type: none"> • the nature and purpose of their position; and • their level of classification.
Workers' Compensation Legislation	the <i>Workers' Compensation Act 1958</i> (Vic), the <i>Accident Compensation Act 1985</i> (Vic) or the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) 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 31 December 2026.

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 A copy of this Agreement will be displayed on the College's intranet site and will be available for inspection by any Employee.

7. Operation of Awards and Agreements

- 7.1 To the extent permitted by law, the Agreement operates to the exclusion of any award which may otherwise apply to the employees covered by the Agreement.
- 7.2 The Agreement supersedes and entirely replaces any workplace instrument that previously covered or applied to the employees covered by the Agreement.

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.
 - 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.
 - 8.2.4 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 The ordinary hours of a part-time Employee may be varied by written agreement between the Employee and the College.
- 8.3.3 The terms of the Agreement apply on a pro-rata basis to part-time employees.
- 8.3.4 A part-time Employee will be rostered for a minimum of two consecutive hours on any day.

8.4 **Casual Employees**

- 8.4.1 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.
- 8.4.2 A casual Employee will be paid the ordinary rate of pay which is inclusive of a 25% casual loading.

8.4.3 **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, and ELICOS 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.

8.4.4 **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 50 (**Diplomas**), and 58 (**English**), as applicable.

9. Probation

- 9.1 All Ongoing and fixed-term appointments 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 for a full-time Employee is 36.25 hours per week for all full-time Employees and as agreed for part-time Employees, worked within the spread of hours.
- 10.2 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.
- 10.3 **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.
- 10.4 Regular hours of work performed outside the spread of hours
 - 10.4.1 Where the College may require work to be performed outside the spread of hours as defined in clause 10.3 on a regular basis to meet operational needs, the following shall apply:
 - a) Employees engaged under a predecessor to this Agreement before 13 May 2020 may be requested, but not directed, to work.
 - b) Employees will not be required to work regular hours after 9.30pm on any day Monday to Friday.
 - c) Employees shall not be required to work regular hours after 5.00pm on a Saturday or Sunday.
 - d) There will be no split shifts on any given day.
 - e) Employees will be paid the following loading on their ordinary hourly rate for hours worked outside the spread of hours:
 - i. **Monday to Friday:** 20% for the first three (3) hours and 50% thereafter
 - ii. **Saturday:** 50%
 - iii. **Sunday:** 75%
 - 10.4.2 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.
- 10.5 Meal Breaks
 - 10.5.1 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.

- 10.5.2 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.
- 10.5.3 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 provisions of this clause 11 do not apply to work performed in accordance with clause 10.4.
- 11.2 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 requested by their manager.
- 11.3 An Employee may refuse to work overtime in circumstances where working overtime would be unreasonable having regard to:
 - 11.3.1 any risk to Employee health and safety;
 - 11.3.2 the Employee's personal circumstances including any family responsibilities;
 - 11.3.3 the notice (if any) given by the College of the overtime; and/or,
 - 11.3.4 any other relevant matter.
- 11.4 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.
- 11.5 Where unforeseen circumstances (e.g. student emergency) make it impractical or counter-productive to seek prior management approval, an Employee may seek retrospective approval.
- 11.6 Any Employee who is granted approval to work off-site (in accordance with clause 13 (Flexible Work Practices) or 49 (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.
- 11.7 Except as outlined in clause 11.11.5, Ongoing and fixed-term Employees will be paid overtime for work required to be performed:
 - 11.7.1 in excess of the ordinary hours of work specified in clause 10.1 (hours of work); or,
 - 11.7.2 outside the applicable daily spread of hours provided for in clause 10.3 (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.
- 11.8 Casual Professional Staff will be paid overtime on their Ordinary rate of pay (which is inclusive of a 25% loading) for work performed:
 - 11.8.1 in excess of 7.25 hours per day; or,
 - 11.8.2 outside the applicable daily spread of hours provided for in clause 10.3 (provided that the work is not regular in accordance with clause 10.4.4),

calculated on a daily basis in accordance with the rates outlined in clause 11.7.2 (a) – (c).
- 11.9 Sessional ELICOS and Diploma Teachers will be paid overtime for approved work performed:
 - 11.9.1 in excess of six (6) teaching hours on any given day; or,

11.9.2 outside the applicable daily spread of hours provided for in clause 10.3 (provided that the work is not regular in accordance with clause 10.4.4),
calculated on a daily basis in accordance with the rates outlined in clause 11.7.2 (a) – (c).

11.10 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a weekly work cycle.

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 11.11.3 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:

- b) TOIL approved by mutual agreement must include approval of the anticipated time when TOIL will be taken.
- c) 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.
- d) 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.
- e) 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) 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 **Recall to Work**

Where an Employee 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) and will be paid for a minimum of three (3) hours.

11.13 **Rest Period after Overtime**

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

11.13.2 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.

11.13.3 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.

- 11.13.4 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.
- 11.14 An employee who is required to work overtime may be entitled to receive an overtime meal allowance in accordance with clause 20.3.
- 11.15 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.
- 11.16 **Reimbursement of Fares**
 - 11.16.1 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.
 - 11.16.2 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 10.3, 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) variable attendance hours;
 - b) working from home;
 - c) part-time (fractional) appointments;
 - d) pre-retirement changes to progressively reduce working hours;
 - e) post-Primary Carer's leave flexibility; and
 - f) special leave without pay.

13.2 Flexible work request

- 13.2.1 An Employee may request a change a flexible working arrangement for circumstances reasons including those in s 65 of the FW Act. 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 Before responding to an employee's request for a flexible work arrangement, the College must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances.
- 13.2.3 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 business grounds reasons for that decision.
- 13.2.4 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.
- 13.2.5 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.

14. Purchased Leave

- 14.1 The College and an Employee may agree to a purchased leave arrangement, where an Employee "purchases" additional paid leave each year by adjusting their salary pro-rata over 52 weeks.

- 14.2 Employees working a voluntary reduced year may make a voluntary superannuation contribution for the full working year.
- 14.3 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.
- 14.4 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.
- 14.5 All annual leave accrued during the period of the purchased leave arrangement must be taken during that period.
- 14.6 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.

15. Aboriginal and Torres Strait Islander

- 15.1 In order to support Aboriginal and Torres Strait Islander people with employment opportunities, the College will provide all Aboriginal and Torres Strait Islander employees with appropriate training and career development support for this purpose.

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 15.1.5, the Employee remains entitled to redundancy payments in accordance with clause 72.

Your Remuneration

17. Classification of Employees

- 17.1 The College will classify positions in accordance with the classification structures in Schedules 2, 4, and 6 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, and 5 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
Date of reaching an in-principle agreement with the NTEU*	6%
1 November 2025	4%
1 November 2026	4%

18.2 Payment of Salaries

- 18.2.1 The minimum salary for each classification level is specified in Schedules 1, 3, 5, and 8.
- 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 17.4.
- 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 17.4.2 within four (4) weeks of the College notifying the Employee of the overpayment, the Dispute Resolution Procedure in clause 67 of this Agreement will be applied to achieve an outcome that allows the College to recover the overpayment.

19. Superannuation

- 19.1 The College's preferred fund is UniSuper.
- 19.2 Employee's may elect which superannuation fund their employer superannuation contribution will be paid to.
- 19.3 If an Employee does not nominate a superannuation fund, and the College is not otherwise required by law to make contributions to an alternative fund, the College will make employer superannuation contributions to UniSuper.
- 19.4 The College will make employer superannuation contributions for Employees, as follows:

- 19.4.1 At the rate of 17% of ordinary time earnings as employer superannuation contribution for all Ongoing full-time and part-time Employees.
- 19.4.2 At the rate of 17% of ordinary time earnings as employer superannuation contribution for fixed-term Employees where the Employee:
 - a) is on a fixed-term contract of two (2) years or more; or
 - b) 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.
- 19.5 For Sessional/casual or fixed-term Employees who do not meet the criteria outlined in clause 18.4.2, the College will continue to make employer superannuation contributions for the life of this Agreement in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as varied from time to time.

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.

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 \$19.97 at the Operative Date and will be adjusted in accordance with the salary increases in the Agreement.

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
On reaching an in-principle agreement	\$1,235
1-Nov-25	\$1,284
1-Nov-26	\$1,336

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 20.1.

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 request 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.

Your Career Development

23. Performance and Development

- 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.
- 23.2 The College wide Performance and Development Program (**PDP**) provides a structured process for work planning, goal setting, reviewing an employee's performance supporting employees to continuously develop their capabilities.
- 23.3 All fixed-term and ongoing employees are expected to participate in PDP including through engagement in regular performance and development discussions.
- 23.4 The College will support professional development that aligns with its strategic and operational objectives, and which Employees to develop skills and capabilities which enhance their capacity to add value to the organisation and bolster the student learning experience.
- 23.5 Professional development can occur through a range of formal and informal work-related activities. In addition to discrete external and internal programs and courses, professional development can include a wide range of activities, such as collaboration, feedback, undertaking new or 'acting' roles and presenting at external forums.
- 23.6 The College will provide opportunity through the PDP, for Employees to propose and discuss activities which may address individual staff professional development and training needs.
- 23.7 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).
- 23.8 To support professional development for Teaching Employees, the College will facilitate Professional Learning Advisory Group(s) to make recommendations on professional development.
- 23.9 Management will use its best endeavours to schedule these activities during teaching- free times throughout the Academic Year.
- 23.10 For Teaching Employees, management will use its best endeavours to schedule professional development activities during teaching- free times throughout the Academic Year.
- 23.11 **Professional Development for Sessional Employees**
 - 23.11.1 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
 - 23.11.2 All approved professional development activities for Sessional Employees will be paid at the applicable non-teaching rate.
- 23.12 **Study Assistance**
 - 23.12.1 The College may provide study leave and/or financial assistance to employees where there is a mutual benefit to the College and the Employee.
 - 23.12.2 Study Assistance includes:
 - a) Study leave; and
 - b) Financial assistance.

23.12.3 Requests for study assistance will be considered in accordance with the College's policy. If a request for study assistance is refused the reasons for refusal will be provided.

23.13 Eligibility for Study Assistance

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

23.13.2 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.

23.14 Study Leave

23.14.1 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.

23.14.2 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.

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

23.15 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.
- 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 and Domestic Violence Leave) and court appearance leave, in accordance with clause 42 (Court Appearance leave);

b) annual leave loading;

c) College/public holidays not worked; and

d) termination pay, including severance pay.

25.4 **Notice**

25.4.1 Unless a specific notice period is stated, the Employee must provide the College with reasonable prior notice of the intention to take leave under this Agreement. If prior notice cannot be given, the Employee will give notice at the earliest practicable time.

25.5 **Evidence**

25.5.1 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 to minimise disruption to program delivery, students and timetabled teaching arrangements) and to support Employees with family and carer responsibilities and other personal requirements.

26.3.2 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.

26.4 **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:

- a) the Employee must retain an entitlement to at least twenty (20) days annual leave (or pro rata where applicable);
- b) there is agreement in writing to the cashing out of leave;
- c) the Employee will be paid the full amount that would have been payable had the annual leave been taken; and
- d) 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:

- a) 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 **Wellness leave (from carer's personal/carer's entitlement)**
 - 27.2.1 In each year of service, an Employee may access up to two (2) days from their personal/carer's leave entitlement as wellness days to support their mental, physical, social and financial wellbeing.
 - 27.2.2 Wellness days may be accessed in half days.
 - 27.2.3 As far as practicable, the timing of a wellness day will be mutually agreed between an Employee and their Manager.
- 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, King'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, King'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 (1 $\frac{2}{3}$) 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, King'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, King's 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 For the purposes of this clause 29:
- a) "Ordinary Pay" has the same meaning as defined in the *Long Service Leave Act 2018 (Vic) (LSL Act)*
 - b) Where an Employee does not have fixed weekly hours, or these have changed one or more times in the 104 weeks before the Employee commences long service leave, the Employees weekly hours will be determined by reference to the provisions of the LSL Act.
- 29.1.2 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 Pay. However, an Employee may apply to the College for long service leave after seven (7) years' service.
- 29.1.3 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.
- 29.1.4 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).
- 29.1.5 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.
- 29.1.6 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.
- 29.1.7 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.
- 29.1.8 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 nineteen weeks 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 thirteen weeks 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 thirteen weeks 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.

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 since the commencement of their employment, or since the end of their most recent period of primary care givers leave 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:
 - a) 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 four (4) 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 and Domestic 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 and Domestic 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 and Domestic 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 and Domestic 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 and Domestic 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:

- 33.2 for each occasion when the Employee or a member of the Employee's Immediate Family:
- a) contracts or develops a life threatening personal illness;

- b) sustains a life threatening personal injury; or
- 33.2.2 a child of the Employee or Employee's Partner is still-born.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 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. Gender Affirmation Leave

- 35.1 The College will provide paid leave for purposes related to the affirmation of an employee's gender up to an aggregate of 30 days during their employment with the College where they have completed 12 months of continuous service. Where the employee has yet to complete 12 months of continuous service, their maximum aggregate leave entitlement will be equivalent to 2.5 days leave for each completed month of continuous service until they have reached 12 months of continuous service.
- 35.2 A part-time employee is entitled to paid gender affirmation leave on a pro-rata basis.
- 35.3 Purposes related to the affirmation of an employee's gender may include, but are not limited to, attending to any related legal matters, medical, counselling or psychological and document amendment appointments
- 35.4 Where the staff member applies for leave in accordance with this clause, the College may require the provision of satisfactory evidence that the leave is related to the affirmation of the staff member's gender. Such evidence may include but is not limited to a medical certificate or equivalent from a treating practitioner, a letter from a legal practitioner, or a statutory declaration.

- 35.5 If requested by the employee, the College will assist the employee to update formal records of the employee's gender, salutation, title, email address, name in use and/or providing a replacement staff ID Card or equivalent.
- 35.6 For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the staff member.
- 35.7 If an employee has used all of their paid leave under this clause, they may apply for additional paid or unpaid special leave under clause 43 of this Agreement.

36. Volunteering Leave

- 36.1 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.
- 36.2 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.
- 36.3 Volunteering leave will not accrue from year to year.

37. Blood Donor Leave

- 37.1 With prior agreement from their manager, an Employee is entitled to paid leave to:
 - 37.1.1 attend the Blood Bank nearest to the Employee's designated work location; or
 - 37.1.2 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.
- 37.2 The maximum period of paid leave is one (1) hour for each attendance, unless otherwise agreed.

38. Jury Service

- 38.1 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.
- 38.2 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.
- 38.3 The College will not deduct any fees paid to the Employee for undertaking the jury service from the Employee's salary.

39. Defence Reserve Forces & Repatriation Leave

39.1 Defence Reserve Forces Leave

- 39.1.1 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.

39.2 Repatriation Leave

- 39.2.1 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.
- 39.2.2 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.

- 39.2.3 Repatriation leave will accumulate if not taken provided that the maximum total of the accumulated leave is 100 days.

40. Firefighting and Emergency Assistance Leave

- 40.1 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.
- 40.2 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.
- 40.3 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.

41. Ceremonial & Religious Leave

41.1 Ceremonial leave

- 41.1.1 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.
- 41.1.2 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.
- 41.1.3 An Employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

41.2 Religious Purposes Leave

- 41.2.1 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.
- 41.2.2 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.

42. Court Appearance Leave

- 42.1 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.
- 42.2 An Employee who is required to appear in court in a capacity other than as specified in clause 42.1 will be entitled to leave without pay for the period of the appearance.
- 42.3 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.

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

An Employee may apply to the College for leave without pay. 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 duty at the College, to occupy a position equivalent to that occupied by the Employee immediately prior to the injury or illness with reasonable adjustments to support the employee to perform the role.

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 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 Linked Remuneration – Professional Staff

48.1 A Professional Staff member may be entitled to additional remuneration in the form of a non-salary lump sum payment, based on the outcome of their PDP pursuant to clause 48 (Performance and Development Program).

48.2 The amount of the lump sum payment 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.

The value of performance units for each Professional Staff Level is 0.336% of their actual salary averaged over the preceding twelve (12) months.

48.3 Subject to the completion of the College wide PDP for a calendar year, performance lump sum payments will be payable no later than 1 March in the following calendar year.

Part 3: Conditions Applicable to Our Teaching Staff

49. Teacher Professional Autonomy

- 49.1 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.
- 49.2 An employee and their manager will discuss and may agree on preferred arrangements for work to be performed off-site. It is acknowledged that agreed arrangements are not intended to operate as a flexible working arrangement under clause 13, and will be flexible to ensure the quality of student experience, service delivery requirements, and individual contribution to a collaborative work environment. When working off-site employees are expected to be contactable, and be responsive to contact, during their normal work hours.
- 49.3 Where an employee and manager are unable to reach agreement under clause 49.2, an employee may escalate their concerns to their next level of management.
- 49.4 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.

Conditions Applicable to Our Diploma Teachers

50. Diploma Teachers - Sessional Employment

50.1 Teaching Duties

- 50.1.1 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,
- marking that is performed, or could reasonably be performed, in the relevant class.
- 50.1.2 Where the assessment associated with a particular unit requires marking to be conducted outside the classroom, 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.

50.2 Non-teaching Duties

- 50.2.1 Where a Sessional teacher is formally requested by their manager to perform work outside the scope of their normal teaching duties (as listed in 50.1.1), 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).
- 50.2.2 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.
- 50.2.3 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.
- 50.2.4 Exam marking including double marking, will be paid at the rate per script specified in Schedule 3.
- 50.2.5 Moderation tasks will be paid at the exam marking rate per paper moderated with payment non-teaching hourly rate (A) where a moderation report is required.

50.3 Rosters and Payments

- 50.3.1 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.
- 50.3.2 Sessional Employees will normally only be required to be rostered on for teaching duties during the teaching periods of a trimester.

51. Teaching Hours – Diploma Teachers

51.1 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 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
<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>			

51.2 Normal Teaching Hours

- 51.2.1 The maximum face to face teaching hours will not exceed six hours per day.
- 51.2.2 Within the framework of the table at 51, 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.
- 51.2.3 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.
- 51.2.4 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.

51.3 Teaching Allocation

- 51.3.1 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.
- 51.3.2 The College will consider these preferences as a relevant factor when allocating teachers to classes.
- 51.3.3 Ongoing and fixed-term teachers will be allocated to classes before Sessional teachers unless there is a business need to do otherwise.

51.4 Timetabling of teaching hours

- 51.4.1 The College will use its best endeavours, where reasonable to do so on the basis of operational factors, to:
 - a) ensure the daily span for teachers is eight (8) hours or less;
 - b) timetabling classes over a maximum of four (4) days in any teaching week;
 - c) 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.

- 51.5 Employees who wish to request specific start and finish times are entitled to make a request for a 'flexible work arrangement' under clause 13.

52. Unit Leadership & Assessment Moderators - Diplomas

52.1 Unit Leadership

- 52.1.1 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.
- 52.1.2 A Diploma Teacher can undertake Unit Leadership responsibilities for a maximum of three (3) full units per trimester.
- 52.1.3 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.
- 52.1.4 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.

- 52.1.5 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 pro-rated accordingly.

52.2 Assessment Moderator

- 52.2.1 An Assessment Moderator allowance will be payable in accordance with Schedule 3, where a Diploma Teacher undertakes full Assessment Moderator duties for a unit.
- 52.2.2 Assessment Moderator 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 pro-rated accordingly.
- 52.2.3 A Diploma Teacher can undertake Assessment Moderator responsibilities for a maximum of three (3) full units per trimester.
- 52.2.4 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.

- 52.3 Time release from teaching provided under this clause 52 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 51.1

53. Workforce Composition - Diplomas

53.1 Overview

- 53.1.1 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%.

54. Curriculum Development, Time Release and Support

- 54.1 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.

- 54.2 These activities may include, but are not limited to, the following:

- 54.2.1 development of assessment kits and examinations;
- 54.2.2 course revision;
- 54.2.3 course development;
- 54.2.4 other development and/ or maintenance of teaching resources as required; and
- 54.2.5 other curriculum development and/or project work as required.

- 54.3 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.

- 54.4 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.

- 54.5 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.

55. Vocational Vitality Time (VVT) - Diplomas

- 55.1 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

56. ELICOS Teachers - Sessional Employment

56.1 Teaching duties

- 56.1.1 Except as otherwise provided in this clause, Sessional ELICOS Teachers will be engaged by the hour, and paid by the hour in accordance with Schedule 5.
- 56.1.2 Where a Sessional ELICOS Teacher is engaged to deliver four (4) hours of teaching on a day and undertake the duties outlined in 58.1.3, they will be paid a daily rate of pay as specified in Schedule 5.
- 56.1.3 The Sessional teaching daily rate of pay for the relevant class 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) moderation of assessments;
 - f) attendance at briefings and meetings;
 - g) classroom management;
 - h) attendance or presentation at professional development and training sessions during teaching terms;
 - i) administration; and,
 - j) student consultation.
- 56.1.4 Where a sessional teacher receiving the daily rate is required to deliver more than four (4) hours of teaching, they will be paid for any additional teaching at the teaching rate specified in Schedule 5.

56.2 Non-teaching duties

- 56.2.1 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 58.1.3(c) and (d) (for example, moderation of assessment from offshore partners as required);
 - b) development of learning material, or minor curriculum and assessment changes;
 - c) attendance at meetings during non-teaching weeks;
 - d) student supervision during non-teaching weeks (for example, transition or orientation activities);
 - e) attendance at approved professional development and training sessions during non-teaching weeks; and
 - f) placement testing.
- 56.2.2 Non-teaching duties will be paid at the non-teaching rate of pay specified in Schedule 5.
- 56.2.3 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.
- 56.2.4 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.

57. Teaching Hours - ELICOS

57.1 Overview

- 57.1.1 The annual maximum face to face teaching hours for a full-time ELICOS Teacher will be 840 hours per annum.
- 57.1.2 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.
- 57.1.3 Subject to clause 59.1.4, the annual teaching hours will be worked over a forty-five (45) week period.
- 57.1.4 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.
- 57.1.5 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.

57.2 Time-off Teaching

- 57.2.1 In recognition of the additional assessment workload in the Monash English Module 3 and Module 4 program the College will provide time-off teaching in accordance with this clause.
- 57.2.2 Ongoing and fixed-term ELICOS Teachers teaching Monash English Module 3 and Module 4 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).
- 57.2.3 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

- 57.2.4 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.
- 57.2.5 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.
- 57.2.6 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.

57.2.7 If the assessment model of the Monash English 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 63.

57.3 Coordinators and Specialists

57.3.1 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.

57.3.2 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 shifts;
- d) the number of international partners;
- e) the number of teachers under the Coordinator's or Specialist's control; and,
- f) other relevant agreed factors.

58. Workforce Composition - ELICOS

58.1 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.

59. Vocational Vitality Time (VVT) - ELICOS

59.1 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.

PART 4: Consultation and Change Management

60. Workplace Delegates

- 60.1 For the purpose of this clause:
- 60.1.1 workplace delegate has the same meaning as under the F W Act; and
 - 60.1.2 (Eligible Employee means an Employee who is a member, or is eligible to be a member, of the NTEU.
- 60.2 Prior to exercising entitlements under this clause, an Employee who is a workplace delegate of the NTEU must give Monash College written notice of their appointment or election as a workplace delegate. If requested, the Employee must provide Monash College with evidence that would satisfy a reasonable person of their appointment or election as a workplace delegate.
- 60.3 An Employee who ceases to be a workplace delegate of the NTEU must give written notice to Monash College within 14 days.
- 60.4 An Employee who is a workplace delegate of the NTEU is entitled to reasonable access to and use of:
- 60.4.1 a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employee's;
 - 60.4.2 a physical or electronic noticeboard;
 - 60.4.3 electronic means of communication ordinarily used in the workplace by Monash College to communicate with Eligible Employees to communicate with each other, including access to Wi-Fi.
- 60.5 A workplace delegate of the NTEU is entitled to reasonable communication with Eligible Employees for the purpose of representing their industrial interests under this Agreement. This includes discussing membership of the NTEU and representation with Eligible Employees during working hours or work breaks, or before or after work.
- 60.6 An Employee who is a workplace delegate of the NTEU will be allowed reasonable time during working hours to represent the industrial interests of Eligible Employees who wish to be represented by the workplace delegate in matters including:
- 60.6.1 consultation about workplace change;
 - 60.6.2 consultation about changes to rosters or hours of work;
 - 60.6.3 resolution of disputes;
 - 60.6.4 performance and/or disciplinary processes;
 - 60.6.5 enterprise bargaining where the workplace delegate of the NTEU has been appointed as a bargaining representative under s.176 of the FW Act or is assisting the workplace delegate's union with enterprise bargaining; and
 - 60.6.6 any process or procedure within an enterprise agreement or policy of Monash College under which Eligible Employees are entitled to be represented and which concerns their industrial interests.
- 60.7 An Employee who is a workplace delegate is entitled to access 5 days of paid leave per year (non-accumulative) for training related to representation of the industrial interests of eligible Employees in accordance with this Agreement.
- 60.8 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- 60.8.1 comply with their duties and obligations as an Employee;
 - 60.8.2 comply with the reasonable policies and procedures of Monash College, including the Code of Conduct, any requirements in relation to occupational health and safety, and the acceptable use of ICT resources;

- 60.8.3 not hinder, obstruct or prevent the normal performance of work; and
- 60.8.4 not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- 60.9 Nothing in this clause requires Monash College to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
- 60.10 Nothing in this clause requires an Eligible Employee to be represented by a workplace delegate without the Eligible Employee's agreement.
- 60.11 Monash College must not:
 - 60.11.1 unreasonably fail or refuse to deal with a workplace delegate; or
 - 60.11.2 knowingly or recklessly make a false or misleading representations to a workplace delegate; or
 - 60.11.3 unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or this clause.

61. Workload Management

- 61.1 **Workload Framework**
 - 61.1.1 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.
 - 61.1.2 The College will consider the impact on the workload of Employees when making decisions about operational issues.
- 61.2 **Resolution of Individual Workload Issues**
 - 61.2.1 Where an Employee has concerns about their workload they should raise the issue with their immediate manager in the first instance.
 - 61.2.2 In assessing workload concerns, primary factors to be considered include:
 - a) the volume of work the Employee has been allocated;
 - b) the nature of the Employee's role (i.e. teaching or Professional Staff), and their level of responsibility;
 - c) the Employee's mode of employment and time fraction;
 - d) whether there has been a regular requirement to work excessive or long hours;
 - e) excessive overtime over an extended period; and/or,
 - f) the inability for Employees to utilise accrued leave or TOIL; and
 - g) the Employee's personal circumstances including maintaining an appropriate balance between work and family or community life.
 - 61.2.3 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.
 - 61.2.4 If the concerns remain unresolved, the issue should be raised with the next level of management.
 - 61.2.5 If the matter is not satisfactorily resolved an employee may refer it to be dealt with under clause 67 (Resolving Disputes).
- 61.3 **Resolution of Group Workload Issues**
 - 61.3.1 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.
 - 61.3.2 In assessing workload concerns, primary factors to be considered are as set out in clause 63.2.2.

- 61.3.3 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).
- 61.3.4 If the matter is not satisfactorily resolved it will be dealt with under clause 66 (Resolving Grievances).

62. Consultation and Change

- 62.1 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.
- 62.2 An Employee may appoint a Representative for the purposes of the procedures in this clause.
- 62.3 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).
- 62.4 To facilitate consultation about significant changes (as outlined in clause 64.1), 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):
 - 62.4.1 the nature of and rationale for the change;
 - 62.4.2 proposed organisational structures and any new position descriptions;
 - 62.4.3 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.
- 62.5 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.
- 62.6 The parties will make every effort to ensure that issues raised in consultation pursuant to this clause are dealt with expeditiously.
- 62.7 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.
- 62.8 When consulting under this clause the College will:
 - 62.8.1 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);
 - 62.8.2 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
 - 62.8.3 give consideration to any views about the impact of the proposed change by the Employees concerned and/or their Representatives.

- 62.9 The requirement to consult under clause 64.7 does not apply where the Employee or Employees have irregular, sporadic or unpredictable working hours.
- 62.10 These sub-clauses 64.1 to 64.9 are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

63. Consultative Committees

63.1 College Consultative Committee

- 63.1.1 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.
- 63.1.2 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.
- 63.1.3 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.
- 63.1.4 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.
- 63.1.5 The College will report to the Committee on the following matters on a six (6) monthly basis (or as otherwise agreed):
 - a) the workforce compositions of Professional Staff, ELICOS Staff and Diplomas Staff;
 - 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 application of the terms of the Agreement.

63.2 Education Consultative Committees

- 63.2.1 The College will establish an Education Consultative Committee to:
 - a) consult on matters that are of serious concern to teaching Employees;
 - b) discuss proposals for significant or substantial change affecting teaching staff;
 - c) consult on proposed changes to the factors which determine the time release for teaching employees appointed to undertake duties under clause 52 and 59.3;
 - d) monitor and review the implementation of the parts of the Agreement that apply to the relevant teaching program; and

- e) provide feedback and/or recommendations about the development and implementation of, or amendment to, workplace policies or practices applicable to the relevant teaching program, where requested by the Education Consultative Committee members.

63.2.2 The Education Consultative Committee will comprise:

- a) a maximum of four (4) management representatives nominated by the College;
- b) a maximum of two (2) ELICOS Teacher representatives employees representatives nominated and elected by ELICOS Teachers; and
- c) a maximum of two (2) Diplomas Teacher representatives nominated and elected by Diplomas Teachers;

63.3 **Establishing Consultative Committees**

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

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

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

63.3.4 Each Employee representative will be provided with 7.25 hours of Flexible Time Release per quarter to consult with their cohort, and prepare for and attend meetings.

63.3.5 Flexible Time Release will be taken at a time that is mutually agreed with the employee's manager and will be paid at the employee's Ordinary rate of pay. It will not accrue or be paid out on termination, and must be used before the end of the relevant quarter.

64. Resolving Grievances

64.1 **Application of the clause**

64.1.1 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 professional autonomy under clause 49).

64.1.2 It is expected that an Employee will raise their concerns as soon as practicable of the issue first arising. and generally within twelve (12) months of the issue first arising.

64.1.3 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).

64.1.4 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.

64.2 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

64.3 **Grievance procedure**

64.3.1 *Stage 1*

- a) The Employee will raise the matter directly with their manager, or where the manager is party to the grievance the next level of

management, and they will discuss the issue together and try to resolve the issue within seven (7) days.

64.3.2 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 will provide the Executive Director with an outline of their grievance and the outcome they are seeking.
- c) The Executive Director will determine the process for resolving the matter, in consultation with the parties to the grievance. This will occur as soon as possible, usually within seven (7) days. Once the process has been determined, the Executive Director will then implement the relevant process as promptly as possible, and once concluded, communicate the outcome of the process to the parties to the grievance.

64.3.3 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.

64.4 Finalising the grievance process

- 64.4.1 The grievance process will be considered complete where (at any stage of the process):
- a) the aggrieved Employee elects to discontinue with the process in writing,
 - b) there is an agreed resolution 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 66.3.3.

65. Resolving Disputes

65.1 Application of the clause

- 65.1.1 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.
- 65.1.2 Where a matter has already been partly or completely dealt with under clause 66 (Resolving Grievances) and a party initiates a dispute on the same matter, that dispute will generally proceed directly to Stage 4 under clause 67.4, unless the parties otherwise agree.
- 65.1.3 Where a matter has already been partly or completely dealt with under clause 63 (Workload Management) and a party initiates a dispute on the same matter, that dispute will generally proceed directly to Stage 3 under clause 67.4, unless the parties otherwise agree.
- 65.1.4 The Employee and manager may be accompanied by a Representative of their choice at any stage during this process.

- 65.2 **Stage 1**
- 65.2.1 The affected Employee(s) will raise the matter directly with their manager and discuss the issue together within seven (7) days.
- 65.3 **Stage 2**
- 65.3.1 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.
- 65.4 **Stage 3**
- 65.4.1 If either party to the dispute remains unsatisfied with the outcome of that review, either party can refer the dispute to the relevant Executive Director, or where they have previously been involved in the dispute, the CEO. The Executive Director, or CEO, will meet with the parties to the dispute to discuss the matter and seek to reach a resolution.
- 65.4.2 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.
- 65.4.3 Stages 1-3 will be concluded within twenty-one (21) days, unless the parties agree otherwise.
- 67.4.4 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.
- 65.5 **Stage 4**
- 65.5.1 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

66. Informal Discussion on Unsatisfactory Performance

- 66.1 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 69.
- 66.2 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.

67. Unsatisfactory Performance

- 67.1 **Application**
 - 67.1.1 This clause applies to all Employees except casual Employees, Sessional Employees and Employees who are in the probationary period of employment.
 - 67.1.2 This clause 69 (Unsatisfactory Performance) will only occur after the informal process set out in clause 76 has occurred.
- 67.2 **Principles**
 - 67.2.1 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.
 - 67.2.2 The process for managing Unsatisfactory Performance should be consistent with the principles of procedural fairness.
- 67.3 **Employee Support**
 - 67.3.1 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 69.2.1(a) – (c).
- 67.4 **Unsatisfactory Performance Discussion**
 - 67.4.1 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.

67.4.2 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 69.5. 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).

67.5 Unsatisfactory Performance Process

67.5.1 The manager will provide the Employee with a written summary of the Unsatisfactory Performance discussion, a performance management plan ("Plan") consistent with clauses 69.5.4(a), (c) – (e) and will advise the Employee of the consequences of not improving their performance (which may include termination of employment).

67.5.2 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.

67.5.3 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.

67.5.4 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, in which case the action taken may include, but is not limited to, issuing a verbal or written warning, transfer to a different position, or termination of employment.

67.5.5 If the manager has determined to terminate the employment of the Employee, the relevant Executive Director 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.

67.5.6 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.

67.5.7 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.

67.5.8 If the decision is to terminate the Employee's employment, the College must give notice in accordance with clause 73 (Termination of Employment).

68. Managing Misconduct

68.1 Purpose

68.1.1 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.

68.2 Application

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

68.2.2 All parties commit to completing the process expeditiously.

68.2.3 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 in writing to enable the Employee to reasonably respond to the allegations.
- d) Where requested, the College will provide the Employee with a reasonable amount of time to respond to the allegations of Misconduct (usually not more than five (5) working days), which will include the opportunity to provide details of any mitigating circumstances.
- e) Before making a decision, the College will take into consideration the Employee's response to the allegations of Misconduct and any mitigating circumstances.
- f) An Employee is entitled to be represented by a person of their choice at any stage of the Misconduct process.

68.2.4 The College will advise the employee in writing of the outcome of the Misconduct process which may include disciplinary action up to and including termination of employment.

68.3 Summary Dismissal

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

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

69. Ending Your Employment

69.1 Transition to Retirement

An employee may apply for a transition to retirement arrangement whereby the employee will work a reduced fraction until their retirement, but continue to receive superannuation at the full rate that applies immediately prior to the arrangement.

69.2 The terms of any arrangement must be mutually agreed and record in writing:

- 69.2.1 the effective start date;

- 69.2.2 the date of retirement (which will be a binding resignation);
- 69.2.3 the reduced fraction; and
- 69.2.4 the amount of superannuation contributions that applied immediately prior to the agreement being entered into, and which will continue to be paid during the arrangement.

70. Redundancy

- 70.1 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 15.
- 70.2 Employees engaged before the 13 March 2020 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 10.4.4.
- 70.3 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.
- 70.4 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.
- 70.5 The period of notice prescribed for ordinary termination in clause 73 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 <i>(under 45 years)</i>	Severance <i>(under 45 years)</i>	Total weeks <i>(under 45 years)</i> A+B=C	Notice <i>(over 45 years)</i> cl. 62*	Severance <i>(if over 45 years)</i> cl. 61.2.6 B+15%=E	Total weeks <i>(if over 45 years)</i> 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

70.6 The total weeks pay will be paid at an employee's Ordinary Rate of Pay.

70.7 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.

Clause 72 does not apply to casual and sessional employees, or employees who are within their probation period.

71. Termination of Employment

71.1 Notice of Termination – Professional Staff

71.1.1 In order to terminate the employment of an 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

71.2 Notice of Termination – Diploma Teacher and ELICOS Teacher

71.2.1 In order to terminate the employment of an Ongoing or fixed-term Diploma Teacher or ELICOS Teacher the College will give the Employee at least four weeks' notice, or the payment of four weeks' salary in lieu of notice.

71.3 In addition to the period of notice specified in clause 73.1 and 73.2, 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.

71.4 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.

71.5 Summary Dismissal

71.5.1 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	On reaching an in-principle agreement		1-Nov-25		1-Nov-26	
	From	To	From	To	From	To
Level 1	\$56,752.40	\$63,977.36	\$59,022.50	\$66,536.45	\$61,383.40	\$69,197.91
Level 2	\$64,752.22	\$72,909.98	\$67,342.31	\$75,826.38	\$70,036.00	\$78,859.43
Level 3	\$74,546.62	\$82,001.60	\$77,528.48	\$85,281.66	\$80,629.62	\$88,692.93
Level 4	\$83,638.24	\$92,003.76	\$86,983.77	\$95,683.91	\$90,463.12	\$99,511.27
Level 5	\$93,639.34	\$107,685.40	\$97,384.91	\$111,992.80	\$101,280.30	\$116,472.50
Level 6	\$109,871.10	\$126,350.90	\$114,265.90	\$131,404.90	\$118,836.60	\$136,661.10
Level 7	\$128,531.30	\$147,814.80	\$133,672.60	\$153,727.40	\$139,019.50	\$159,876.50
Level 1	\$37.63		\$39.14		\$40.70	
Level 2	\$42.92		\$44.64		\$46.42	
Level 3	\$49.43		\$51.40		\$53.46	
Level 4	\$55.46		\$57.68		\$59.98	
Level 5	\$62.09		\$64.58		\$67.16	
Level 6	\$72.84		\$75.76		\$78.79	
Level 7	\$85.28		\$88.69		\$92.24	

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
	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
4	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
	Type of direction	<ul style="list-style-type: none"> • General; a level of independence exercised in most work
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

	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
2	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
	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
3	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

	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 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
	Information/advice provided	<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
	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
7	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

Organisational Knowledge	
Level	Organisational Knowledge
1	<p>Whole organisation (structure, operations and services)</p> <ul style="list-style-type: none"> Not necessary <p>Work unit (structure, operations and services)</p> <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
	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
2	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
	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
3	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
	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
4	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
	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
5	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
	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
6	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

	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
7	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.

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
	Judgement, reasoning, intellectual input required	<ul style="list-style-type: none"> Refer to established procedures and guidelines
2	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
	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
3	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
	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
4	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

	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
5	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
	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
6	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

		<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
	Extent of decision making	
	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	On reaching an in-principle agreement	1-Nov-25	1-Nov-26
Level 1	\$83,338.26	\$86,671.79	\$90,138.66
Level 2	\$88,489.86	\$92,029.45	\$95,710.63
Level 3	\$93,638.28	\$97,383.81	\$101,279.16
Level 4	\$98,792.00	\$102,743.68	\$106,853.43
Level 5	\$103,938.30	\$108,095.83	\$112,419.67
Level 6	\$109,092.02	\$113,455.70	\$117,993.93
Level 7	\$114,240.44	\$118,810.06	\$123,562.46
Level 8	\$119,396.28	\$124,172.13	\$129,139.02
Subject Coordinator	\$131,710.30	\$136,978.71	\$142,457.86
Team Leader	\$141,365.84	\$147,020.47	\$152,901.29
Unit leadership Allowance **	\$2,812.18	\$2,924.67	\$3,041.65
Assessment Moderators Allowance (per unit)**	\$937.39	\$974.89	\$1,013.88
Tutorial (one hour of delivery, and one hour of associated work) (up to 25 students)	\$121.53	\$126.39	\$131.45
Tutorial (one hour of delivery, and one hour of associated work) (3 years or more)+	\$125.18	\$130.18	\$135.39
Tutorial (one hour of delivery, and one hour of associated work) (where Diplomas Teacher holds a doctorate)	\$136.24	\$141.69	\$147.36
Lecture (one hour of delivery and two hours of associated work)	\$182.29	\$189.58	\$197.16
Lecture (one hour of delivery and two hours of associated work) (3 years or more)+	\$187.75	\$195.26	\$203.07
Non-teaching A	\$91.09	\$94.73	\$98.52
Non-teaching B	\$60.54	\$62.96	\$65.48
Exam Marking	\$22.98	\$23.90	\$24.86

+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.

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

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		On reaching an in-principle agreement	1-Nov-25	1-Nov-26
Level 1.1		\$ 79,408.84	\$ 82,585.19	\$ 85,888.60
Level 2.1		\$ 83,560.86	\$ 86,903.29	\$ 90,379.43
Level 2.2		\$ 86,328.52	\$ 89,781.66	\$ 93,372.93
Level 3.1		\$ 89,102.54	\$ 92,666.64	\$ 96,373.31
Level 3.2		\$ 91,874.44	\$ 95,549.42	\$ 99,371.39
Level 3.3		\$ 94,664.36	\$ 98,450.93	\$ 102,388.97
Level 4.1		\$ 98,246.10	\$ 102,175.94	\$ 106,262.98
Level 4.2		\$ 101,588.28	\$ 105,651.81	\$ 109,877.88
Level 4.3		\$ 104,535.08	\$ 108,716.48	\$ 113,065.14
Coordinator or Specialist		\$ 113,576.88	\$ 118,119.96	\$ 122,844.75
Program Leader		\$ 120,876.04	\$ 125,711.08	\$ 130,739.52
Leading Specialist		\$ 121,688.00	\$ 126,555.52	\$ 131,617.74
Sessional teaching rate		\$ 99.09	\$ 103.05	\$ 107.17
Sessional teaching rate (3 years or more)+		\$ 102.06	\$ 106.14	\$ 110.38
Sessional non-teaching rate		\$ 61.94	\$ 64.41	\$ 66.99
Daily sessional rate for Monash English Module 1 & Module 2		\$ 453.64	\$ 471.78	\$ 490.65
Daily sessional rate for Monash English Module 3 & 4		\$ 507.84	\$ 528.15	\$ 549.27
Daily sessional rate for Monash English Module 1 & Module 2 (+3 years or more)		\$ 465.53	\$ 484.15	\$ 503.52
Daily sessional rate for Monash English Module 3 and 4 (+3 years or more)		\$ 519.72	\$ 540.51	\$ 562.13

+Sessional Teachers with 3 years or more Continuous Service will be paid the teaching rate which includes an additional 3% as outlined in Schedule 5.

Schedule 6 ELICOS Teachers Classification

A Placement and Role Expectations

The ELICOS Teacher Classification Structure acknowledges the different phases of a teacher's development and progression. ELICOS Teachers are instrumental in assisting students' transition to further studies through an introduction to academic language and culture in addition to English language skills development. The primary focus of ELICOS Teachers is on the planning, preparation and teaching of programs to achieve specific student outcomes. ELICOS Teachers engage in best practice teaching and reflect on their practice to improve their knowledge and skills over time.

Recognition of a teacher's range of skills and expertise are central to this classification structure as are the expectations that are associated to increased seniority within the structure.

The ELICOS Teacher Classification Structure is based on the Educational Services (Post-Secondary Education) Award 2010 and is used for placement of teachers on commencement with the 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		

Qualification Category	Years of Relevant Experience	Placement Level 1.1 to 4.3
Bachelor Degree or Diploma (if deemed equivalent to a degree) and Diploma of Education or equivalent with a TESOL method and a recognised TESOL certificate (e.g. CELTA) or Bachelor Degree or Diploma (if deemed equivalent to a degree) including TESOL/LOTE method	6 +	4.3
	5 - 6	4.2
	4 - 5	4.1
	3 - 4	3.3
	2 - 3	3.2
	1 - 2	3.1
	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 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	On reaching an in principle agreement	1-Nov-25	1-Nov-26
Level 1	\$ 2,612.90	\$ 2,717.42	\$ 2,826.11
Level 2	\$ 5,225.80	\$ 5,434.83	\$ 5,652.23
Level	\$ 7,839.76	\$ 8,153.35	\$ 8,479.48

SIGNATORIES TO THE AGREEMENT

**Signed for and on behalf of
MONASH COLLEGE PTY LTD by its authorised officer**

Signed by:
Fabian Marrone 15-May-2025 | 12:00 PM AEST
.....
Signature date

Fabian Marrone
.....
Name (print)
Address 750 Collins St, Docklands Vic 3008
Position CEO, Monash College

in the presence of:

Signed by:
Nicole Hebblewhite 15-May-2025 | 12:02 PM AEST
.....
Signature date

Nicole Hebblewhite
.....
Name (print)
Address 750 Collins St, Docklands VIC 3008

Signed by an Employee representative

Signed by:  16-May-2025 | 3:32 PM AEST
.....
Signature date

Damien Cahill
.....
Name (print)
Address Level 1/120 Clarendon Street, Southbank, 3006
Position General Secretary, NTEU

in the presence of:

Signed by:  16-May-2025 | 4:58 PM AEST
.....
Signature date

Freya Pollard
.....
Name (print)
Address Level 1/120 Clarendon Street, Southbank, 3006

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/1595

Applicant:

Monash College Proprietary Limited T/A Monash College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Nicole Hebblewhite, Director HR Projects, have the authority given to me by Monash College Proprietary Limited to give the following undertaking with respect to the *Monash College Pty Ltd Enterprise Agreement 2025* ("the Agreement"):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. A reference to a "script" in clause 50.2.4 of the Agreement refers to the subset of questions within an exam that are manually marked by casual employees engaged for exam marking. It does not refer to an entire exam paper, which may also include auto-marked questions.
3. The calculation of "scripts" for the purpose of determining a per-script payment of exam marking under Schedule 3 is as follows:
 - (a) The number of marks assigned to a specific manually marked question is divided by the total marks allocated to all manually marked questions in the exam.
 - (b) The proportion calculated at paragraph 3(a) above is multiplied by the total number of exam papers each exam marker has completed to determine the total number of scripts.
 - (c) The total number of scripts calculated at paragraph 3(b) above is then multiplied by the per-script rate contained in Schedule 3.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

19 August 2025

Date