This agreement is to be considered with the Workplace Authority Information Statement for Employees.

In accordance with the Workplace Relations Act 1996, you must have at least 7 days to consider this AWA.

DO NOT SIGN OR RETURN THIS AWA UNTIL AT LEAST 7 DAYS FROM DATE OF RECEIPT.
2. **DEFINITIONS**

Unless a clause elsewhere in this Agreement contains a contradictory definition or further explanation, the following definitions will apply.

2.1 "Agreement" means this Australian Workplace Agreement.

2.2 "Chosen representative" means a person chosen by the employee, where they elect to be represented in relation to a specific matter under this Agreement. The chosen representative may be, for example, a colleague, a union representative or a support person. The chosen representative cannot be a person who is currently a practising solicitor or barrister.

2.3 "Commission" means the Australian Industrial Relations Commission (AIRC) or its successor.

2.4 "Employee" means a person employed under this Agreement.

2.5 "Parental leave" means maternity leave or adoption leave or partner leave.

2.6 "Registered medical practitioner" means a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counseling psychologist registered with the relevant body.

2.7 "Supervisor" means the employee to whom the employee is directly accountable via her or his workplan, or as nominated by the University from time to time.

2.8 "University" means RMIT.

2.9 "Vice-Chancellor" means the Vice-Chancellor of RMIT or her or his nominee.

2.10 "Week" means a period of seven consecutive days calculated from the commencement of the relevant roster cycle.
2.11 “Week’s pay” means the ordinary rate of pay for the employee concerned.

2.12 “You” means the employee that is party to this Agreement.

2.13 “Parties” means the employee and the University.

3. OPERATION OF AGREEMENT

3.1 This Agreement comes into operation on the day the agreement is lodged with the Workplace Authority (WA) and will have a nominal expiry date of 30 June 2008.

4. TERMINATION OF AGREEMENT AFTER NOMINAL EXPIRY DATE

4.1 At any time after the nominal expiry date, and with a minimum of 90 days notice in writing to the other party of their intention, either you or the University may terminate this AWA in writing in accordance with the Workplace Relations Act 1996. Both this notice and the termination notice itself must specify the date from which the termination of the AWA will take effect. When both parties (RMIT and the employee) agree to terminate an AWA, lodgement to the WA must be done within 14 days after the termination was approved.

5. RELATIONSHIP TO AWARDS, CERTIFIED AGREEMENTS AND AGREEMENTS

5.1 This Australian Workplace Agreement operates to the exclusion of any and all other certified agreements, industrial agreements or industrial awards that would otherwise apply to your employment with the University.

5.2 This Agreement expressly excludes all protected award conditions including
   a) rest breaks;
   b) incentive-based payments and bonuses;
   c) annual leave loadings;
   d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
   e) days to be substituted for, or a procedure for substituting, days referred to in paragraph (d);
   f) monetary allowances for:
      i. expenses incurred in the course of employment; or
      ii. responsibilities or skills that are not taken into account in rates of pay for employees; or
      iii. disabilities associated with the performance of particular tasks or work in particular conditions or locations;
   g) loadings for working overtime or for shift work;
   h) penalty rates;
   i) outworker conditions;
   j) any other matter specified in the workplace Relations Regulations (Commonwealth) as varied from to time.

5.3 Nothing in this Agreement will be taken as incorporating as a term of this Agreement, any policies, procedures or guidelines referred to in this Agreement.

6. ISSUES RESOLUTION PROCEDURES

6.1 In relation to any matter that may be in dispute between the parties to this AWA (‘the matter’), the parties:
a) will attempt to resolve the matter at the workplace level, including, but not limited to:
   i. you and your supervisor meeting and conferring on the matter; and
   ii. if the matter is not resolved at such a meeting, the parties to the dispute arranging further discussions involving
       more senior levels of management (as appropriate); and

b) acknowledge the right of either party to the dispute to elect to be represented by a representative of their choosing at any
   stage during this process; and

c) agree to allow either party to the dispute to refer the matter to mediation if the matter cannot be resolved at the
   workplace level; and

d) agree that if either party to the dispute refers the matter to mediation, both parties to the dispute will participate in the
   mediation process in good faith; and

e) agree that during the time when the parties to the dispute attempt to resolve the matter:
   i. the parties to the dispute continue to work in accordance with their contract of employment unless you have a
      reasonable concern about an imminent risk to your health or safety; and
   ii. subject to relevant provisions of any State occupational health and safety law, even if you have a reasonable
       concern about an imminent risk to your health or safety, you must not unreasonably fail to comply with a direction
       by the University to perform other available work, whether at the same workplace or another workplace, that is
       safe and appropriate for you to perform; and
   iii. the parties to the dispute must cooperate to ensure that the dispute resolution procedures are carried out as
       quickly as is reasonably possible.

7. SALARY

7.1 All salaries will be payable fortnightly by electronic funds transfer to a financial institution of your choice, provided that such an
   institution has a compatible direct credit system and a written statement containing details regarding the make-up of your pay
   and deductions therefrom will be provided to you.

7.2 You will receive a salary in accordance with the attached Schedule 1 of this Agreement.

8. REMUNERATION PACKAGING

8.1 The University may decide to provide you with a remuneration package which involves reducing part of your salary, in return for
   non-cash benefits offered by the University. Should you choose to participate in remuneration packaging, you will be required to
   meet the full cost of the provision of such benefits and associated taxation, and administration costs, provided that any payroll tax
   savings will be passed onto you. You may be able to reduce up to 50% or, in the case of superannuation, up to 100% of your
   salary as part of a remuneration package.

8.2 The value of your remuneration package and its terms and conditions will be recorded in a written agreement between you and
   the University and will be renegotiated annually, unless otherwise agreed. You may withdraw from a remuneration packaging
   agreement subject to providing one month's written notice to the University.

8.3 If legislative or other changes result in increased cost of remuneration packaging to the University, the University may elect to
   terminate a remuneration packaging agreement, unless you elect to pay the additional cost (or increases the amount of salary
   sacrificed).

8.4 The University will not be responsible for any loss or disadvantage suffered by you arising from:

   a) the cessation of any benefits;
   b) any variation to the terms and conditions on which salary and benefits are provided;
   c) you terminating an individual remuneration package;
   d) the University arranging for the third party to provide benefits to or for the benefit of yourself or an associate, unless such
      loss:
         i. directly arises from the terms and conditions of the agreement between the University and the third party; and
         ii. could have reasonably been foreseen and prevented by the University; and
         iii. was beyond your control.
8.5 If a remuneration packaging agreement is discontinued, or if your services with the University terminate, the University will be entitled to recover any payment of salary and benefits granted in advance, including by making deductions from your salary or other monies payable upon termination.

9. **ACCIDENT MAKE-UP PAY**

9.1 The University will pay you accident make-up pay where you receive an injury for which weekly payments of workers’ compensation are payable by or on behalf of the University pursuant to the provisions of the Victorian Accident Compensation Act 1985.

9.2 “Accident Make-up Pay” means a payment of an amount being the difference between the weekly amount of compensation paid to you pursuant to the Victorian Accident Compensation Act 1985 and your ordinary rate of pay, or where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.

9.3 The University will pay or cause to be paid accident make-up pay during your incapacity within the meaning of the Victorian Accident Compensation Act 1985. Such payment will not be paid:

   a) in excess of a continuous period of 39 weeks of total or partial incapacity; or
   b) in excess of an aggregate period of 39 weeks of total or partial incapacity in respect of a particular injury or incapacity;
   c) For the purposes of sub clauses 9.3 a) and 9.3 b) above, any week of partial incapacity (i.e. the hours worked per week are less than your ordinary weekly hours of work) is deemed as one week for the purposes of the accident make-up pay provision.

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

9.5 The University will not terminate the employment of any employee who is in receipt of accident make-up pay in accordance with sub clause 9.3 except where such termination is due to serious and willful misconduct on the part you.

9.6 In the event that you receive a lump sum in redemption of weekly compensation payments under the Victorian Accident Compensation Act 1985, the liability of the University to pay make-up pay in relation to that injury will cease from the date of such redemption.

9.7 You will repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates you for make-up payments made under this clause.

9.8 If you are off duty as a result of an injury for which the University is liable for make-up pay under this clause, you will be entitled to return to duty on alternate duties should a registered medical practitioner so recommend, for the purposes of rehabilitation, and provided that suitable work is available, without prejudice to other employees.

9.9 If you are partly incapacitated and cannot obtain suitable employment with the University but has obtained suitable employment with another employer will continue to be paid make-up pay by the University on the basis prescribed in sub clause 19.2 and 19.3 provided that you furnish to the University evidence to the satisfaction of the University of the rate of actual earnings you are receiving from the other employer.

9.10 If you are a claimant for workers’ compensation pursuant to this clause you may upon application be granted sick leave to cover such absence in accordance with Clause 11 - Sick Leave. Provided that no employee will be concurrently entitled to the payment of sick leave and make-up pay as prescribed in sub clauses 9.1 and 9.2 above.

9.11 If you are granted sick leave as provided by this sub clause and subsequently has a workers’ compensation claim accepted for the same period or part thereof pursuant to sub clause 9.1 on account of the same injury, the University will re-credit the sick leave taken pursuant to this sub clause.

9.12 For an injury incurred prior to the proclamation of the Victorian Accident Compensation Act 1985, reference to that Act will be deemed to be references to the Workers Compensation Act, 1958.

10. **ANNUAL LEAVE**
10.1 You will be entitled to 20 days annual leave for each year of service, calculated pro-rata for any period of service less than one year.

10.2 No deduction will be made from annual leave credits for any holiday that falls within a period of annual leave.

10.3 Upon termination of employment you, or your legal representative in the event of death, will be paid any annual leave accrued but not taken. Payment will be made for each completed year of service plus a pro-rata amount for the current year, calculated on a daily basis. Any annual leave granted in advance before accrual will either be deducted from termination payments or you will be required to repay.

10.4 Annual leave is to be taken at a mutually agreed time having regard to operational requirements and your wishes, provided that you will be entitled to take the leave as a single continuous period.

10.5 The University will advise you if your accrued annual leave credits exceed 40 days. You will then be required to submit a leave plan within 15 days that reduces ¼ of the leave accrued. Where agreement is not reached or you fail to submit the plan by the due date, the University will direct you to take leave up to ¼ of the leave accrued on dates nominated by the University and the leave balance will be adjusted accordingly.

10.6 By agreement, you may convert accrued annual leave in excess of 20 days into a salary payment. The maximum amount of annual leave that is able to be converted into a salary payment in a 12 month period is 10 days.

10.7 Where you have sufficient annual leave credits, the University may direct you to take annual leave during a period of closure of the University's premises between Christmas and New Year.

10.8 Where you qualify for four weeks leave as at 30 November in any year you will receive in respect of that leave a loading of 17.5% of four weeks salary up to a maximum amount equivalent to the Commonwealth Statisticians average weekly total earnings of all males (Australia) for the September quarter preceding the date of payment (pro-rata). If your employment commenced after 1 December in any year and/or terminated before 30 November you will be paid the loading calculated for each completed month of continuous service. The loading will be paid on the first payday in December or on the date of termination of employment.

11. SICK LEAVE

11.1 You are entitled to 15 days leave in the event of sickness or injury for each year of service, credited 12 months in advance. Unused sick leave will be cumulative.

11.2 Should you cease employment before the first anniversary of appointment, the University may recover days of sick leave taken above 15, unless employment demonstrably ceased due to ill health.

11.3 You must take all reasonable steps to notify the University within three hours of commencing leave and give an estimate of the duration of leave.

11.4 You are required to provide proof of illness or injury, such as a certificate from a registered medical practitioner, for absences during a year of service of more than three consecutive or six aggregate working days or for any day that is adjacent to a rostered day off, a weekend, public or University holiday. In the absence of proof, you will be deemed to be on unpaid sick leave or, at your request, the leave will be deducted from accrued annual leave credits. Should you be absent for more than 13 consecutive weeks, you will be required to provide a certificate of fitness from a registered medical practitioner to return to duty.

11.5 No deduction from sick leave credits will occur for public holidays during a period of sick leave or, provided that proof of illness or injury is provided, for any period of sick leave of three or more days during annual leave or long service leave. You will be re-credited such period of sick leave as annual or long service leave.

11.6 You may convert sick leave on full pay to sick leave on half pay at any time.

11.7 Without deduction from sick leave credits, if you contract a notifiable infectious disease or are isolated at the direction of a registered medical practitioner due to contact with a person with such disease, you will be granted paid isolation leave for the required period of absence.

11.8 Without deduction from sick leave credits, if you are absent on account of illness due to disabilities certified by the Department of Veterans Affairs as directly resulting from war service you will be granted paid repatriation leave of up to 15 days for each year of service, which will be cumulative up to 100 days.
11.9 You may use up to 15 days per year of accrued sick leave for the purposes of providing care and support to an ill member of your immediate family or household, provided proof of illness is supplied in accordance with sub clause 11.4.

11.10 The University may require, in writing, any employee whose capacity to perform the duties of her or his position is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

12. LONG SERVICE LEAVE

12.1 You will be entitled to long service leave of 13 weeks after 10 years service and 1.3 weeks for each additional year of service thereafter. Such leave will be on full pay provided that an employee may double all or part of the leave by taking it at half pay or, if the leave balance at full pay is 16 weeks or more, convert up to 10 weeks into a salary payment in addition to taking some long service leave.

13. PARENTAL LEAVE

Subject to the terms of this clause you are entitled to maternity, partner and adoption leave and if you are a full-time employee you may elect to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time and part time employees, but do not apply to casual employees.

13.1 Parental Leave Definitions

13.1.1 For the purpose of this clause child means a child of you under school age or a child under school age who is placed with you for the purposes of adoption, other than a child or step-child of you or your spouse or a child who has previously lived continuously with you for a period of six months or more.

13.1.2 Subject to 13.1.3, in this clause, spouse includes a de facto or former spouse.

13.1.3 In relation to 13.7, spouse includes a de facto spouse but does not include a former spouse.

13.2 Basic entitlement

13.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, partner leave may be taken. Adoption leave may be taken in the case of adoption.

13.2.2 Subject to 13.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(a) for maternity and partner leave, an unbroken period of up to one week at the time of the birth of the child;

(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

13.3 Variation of period of parental leave

Where you take leave under 13.2.1 or 13.4.1(b), unless otherwise agreed between the University and you, you may apply to the University to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 13.2.1 or 13.4.1(b).

13.4 Right to request

13.4.1 If you are entitled to parental leave pursuant to the provisions of 13.2 you may request in writing to the University to allow you:

(a) to extend the period of simultaneous unpaid parental leave provided for in 13.2.2 up to a maximum of eight weeks;
(b) to extend the period of unpaid parental leave provided for in 13.2.1 by a further continuous period of leave not exceeding 12 months;

(c) to return from a period of parental leave on a part-time basis until the child reaches school age to assist you in reconciling work and parental responsibilities.

13.4.2 The University will consider your request having regard to your personal circumstances and, provided the request is genuinely based on your parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the University’s business. The University may refuse a request where to accede to it would involve additional cost, lack of adequate replacement staff, loss of efficiency or adverse impact on: customer service, the ability to comply with government regulations regarding mandatory staffing numbers, or inadequate continuity of care for children.

13.4.3 Request to return to work part-time

If you wish to make a request under 13.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which you are due to return to work from parental leave.

13.5 Maternity leave

13.5.1 You must provide notice to the University in advance of the expected date of commencement of parental leave. The notice requirements are:

(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that you are pregnant) - at least 10 weeks;

(b) of the date on which you propose to commence maternity leave and the period of leave to be taken - at least 4 weeks.

13.5.2 You will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

13.5.3 Subject to 13.2.1 and unless agreed otherwise between the University and you, you may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

13.5.4 Where you continue to work within the six week period immediately prior to the expected date of birth, or where you elect to return to work within six weeks after the birth of the child, you may require the University to provide a medical certificate stating that you are fit to work on your normal duties.

13.5.5 Special maternity leave

(a) Where your pregnancy not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then you may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(b) Where you are suffering from an illness not related to the direct consequences of the confinement, you may take any paid sick leave to which you are entitled in lieu of, or in addition to, special maternity leave.

(c) Where you not then on maternity leave suffers illness related to your pregnancy, you may take any paid sick leave to which you are then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before you return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

13.5.6 Where leave is granted under 13.5.3, during the period of leave you may return to work at any time, as agreed between the University and you provided that time does not exceed four weeks from the recommencement date desired by you.

13.6 Partner leave

13.6.1 You will provide to the University at least ten weeks prior to each proposed period of partner leave, with:
(a) a certificate from a registered medical practitioner which names the spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the dates on which you propose to start and finish the period of partner leave; and

(c) except in relation to leave taken simultaneously with the child’s mother under 13.2.2 and 13.4.1(a) a statutory declaration stating:

(i) you will take that period of partner leave to become the primary care-giver of a child;

(ii) particulars of any period of maternity leave sought or taken by your spouse; and

(iii) that for the period of partner leave you will not engage in any conduct inconsistent with your contract of employment.

13.6.2 You will not be in breach of 13.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

13.7 Adoption leave

13.7.1 You will notify the University at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. You may commence adoption leave prior to providing such notice, where through circumstances beyond the control of you, the adoption of a child takes place earlier.

13.7.2 Before commencing adoption leave, you will provide the University with a statutory declaration stating:

(a) you are seeking adoption leave to become the primary care-giver of the child;

If you submit satisfactory evidence of being the primary care giver, and are an approved applicant for the adoption of a child, together with the date of placement of that child, you will be entitled to paid adoption leave in accordance with 13.2.1.

13.7.3 Where the placement of child for adoption with you does not proceed or continue, you will notify the University immediately and the University will nominate a time not exceeding four weeks from receipt of notification your return to work.

13.7.4 If you seek to adopt a child you are entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. You and the University should agree on the length of the unpaid leave. Where agreement cannot be reached, you are entitled to take up to two days unpaid leave. Where paid leave is available to you, the University may require you to take such leave instead.

13.8 Parental leave and other entitlements

You may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which you have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 13.3.

13.9 Transfer to a safe job

13.9.1 Where you are pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to you make it inadvisable for you to continue at your present work, you will, if the University deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

13.9.2 If the transfer to a safe job is not practicable, you may elect, or the University may require you to commence parental leave for such period as is certified necessary by a registered medical practitioner.

13.10 Returning to work after a period of parental leave

13.10.1 You will notify of your intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
13.10.2 Subject to 13.10.4, you will be entitled to the position which you held immediately before proceeding on parental leave. In the case of you being transferred to a safe job pursuant to 13.9, you will be entitled to return to the position you held immediately before such transfer.

13.10.3 Where such position no longer exists but there are other positions available which you are qualified for and is capable of performing, you will be entitled to a position as nearly comparable in status and pay to that of your former position.

13.11 Communication during parental leave

13.11.1 Where you are on parental leave and a definite decision has been made to introduce significant change at the workplace, the University will take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position you held before commencing parental leave; and

(b) provide an opportunity for you to discuss any significant effect the change will have on the status or responsibility level of the position you held before commencing parental leave.

13.11.2 You will take reasonable steps to inform the University about any significant matter that will affect your decision regarding the duration of parental leave to be taken, whether you intend to return to work and whether you intend to request to return to work on a part-time basis.

13.11.3 You will also notify the University of changes of address or other contact details which might affect the University’s capacity to comply with 13.11.1.

14. HOLIDAYS

14.1 You will be entitled to the following holidays without loss of pay.


14.2 Where any day or days are gazetted in addition to or in substitution of any of the above mentioned days by proclamation or Act of Federal or Victorian State Parliament, then that day or days will be observed as holidays without loss of pay.

14.3 Provided that:

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

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

c) When New Year’s Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

14.4 The University together with the majority of employees at a workplace may agree in writing to substitute another day for any prescribed holiday in this clause.

15. ANNUALISED WORKPLANS AND PERFORMANCE REVIEW SYSTEM

15.1 Workload allocation and regulation should occur on the principle that workload can be achieved in the equivalent of a 38-hour week over 52 weeks of the year, less authorised leave.

15.2 Should you have concerns regarding workloads, you may pursue these either individually or through your chosen representative by:

a) raising the issue with the relevant supervisor

b) where appropriate, referral of concerns to periodic staff meetings

c) specially convened meetings between employees, their chosen representatives and management to resolve individual cases at the local level

d) referral to the Executive Director or equivalent

e) as a last resort, by referral to the mediation stage of the Issues Resolution Procedure in this Agreement.
15.3 This system of annualised workplans and performance reviews will be used for the purposes of staff development, probation, incremental progression and rewarding high performing individual staff.

16. TERMINATION OF EMPLOYMENT

16.1 The University may take disciplinary action, including termination of employment for reasons of unsatisfactory performance or misconduct in accordance with relevant University guidelines as they apply at the time of the incident and as varied from time to time.

16.2 The University may terminate employment where your position is declared redundant or where you suffer ill-health of a kind that prevents performance of normal duties for a protracted period or at all in accordance with relevant University policies as they apply at the time of the incident and as varied from time to time.

17. ABANDONMENT OF EMPLOYMENT

17.1 If you have been absent for a continuous period of seven working days, without the consent of the University and during such time have not established to the satisfaction of the University that you were absent for reasonable cause, you will be deemed to have abandoned your employment without notice.

Provided that the University will make a reasonable effort to contact you before your employment is terminated under this sub-clause.

17.2 Termination in such circumstances will operate as from the date of your last attendance at work or the last days of absence in respect of which consent was granted.

18. HOURS OF WORK

The hours for an ordinary week’s work will be an average of 38 for full-time employees, to be worked between the hours of 6.30 a.m. and 6.30 p.m. at a later time at the shift work rate which would have been applicable to the hours taken off.

19. MEAL INTERVAL

An unpaid interval of not less than 30 minutes will be allowed to each employee and will be taken no later than five hours after commencing work.

20. OVERTIME

20.1 Subject to 20.3, all work performed in excess of or outside the ordinary working hours prescribed by this Agreement will be paid for all the rate of time and a half for the first two hours on any day and at the rate of double time thereafter, such double time to continue until the completion of the overtime work.

20.2 Rest period before recommencing work

20.2.1 When overtime work including work on a rostered day off or work on a Sunday or holiday is necessary, it will wherever practicable be so arranged that you work not more than sixteen hours in any period of 24 consecutive hours.

20.2.2 Subject to the exception referred to in 20.3.2 as to call-backs of less than three hours, when you finish a period of work you will, subject to this sub-clause be released until you have had eight consecutive hours off duty without loss of pay for your ordinary working time occurring during such absence.

20.2.3 If on the instructions of the University, you resume or continue work without having had such eight consecutive hours off duty you will be paid at the rate of double time until you will then be entitled to be absent until you have had eight consecutive hours off duty without loss of pay for your ordinary working time occurring during such absence.

20.3 Compulsory overtime
20.3.1 The University may require you to work reasonable overtime and you will work overtime in accordance with such requirements.

20.3.2 If you, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff/parent meetings or similar, or where you are requested in writing by the University to attend in-service training outside normal hours, in lieu of receiving overtime payments, you may take paid time off, subject to the following:

(a) In lieu of receiving payment for overtime worked in accordance with this clause, you may choose, with the consent of the University, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between the University and you, provided that accrual of such leave will not extend beyond a 28 day period.

(b) Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

(c) For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

21. REST INTERVAL

21.1 You will be given two rest intervals of ten minutes each at a time suitable to the University during each day, which will be counted as time worked.

22. ROSTER

22.1 The University will prepare a roster setting out your weekly and daily working hours, time of commencing duty, meal intervals, time off duty and time of ceasing duty which will be kept posted or affixed in some conspicuous part of the premises in which persons subject to this Agreement are employed, where it may be readily seen by you. The University will give at least three days notice before any alteration is made to such roster.

23. SHIFT PROVISIONS

23.1 If your rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. you will be paid a shift work loading of 2.5% of your classification for each rostered period of duty. Provided that your working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of your classification each rostered period of duty – not sure what this is really saying. If you are permanently working such rostered hours i.e. a period in excess of four consecutive weeks, you will be paid a shift loading of 5% of your classification each rostered period of duty.

23.2 Provided where in the absence of agreement you are changed from working one shift to working another shift of which the commencement time differs by four hours or more you will be paid an additional amount of 4% of your classification for that occasion.

23.3 Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.

22.4 In the case of a junior working shift work, the rate for calculation of shift allowance will be first year adult childcare worker.

24. TIME OFF IN LIEU OF PAYMENT

24.1 Despite provisions elsewhere in the Agreement (excepting 20.3) – what does this really mean?, the University and the majority of employees, or an individual employee may mutually agree to establish a system of time off in lieu of overtime provided that:
24.1.1 You may elect, with the consent of the University, to take time off in lieu of payment for overtime at a time or times agreed with the University.

24.1.2 Overtime taken as time off during ordinary time hours will be taken at this ordinary time rate, that is an hour for each hour worked.

24.1.3 The University will, if you request, provide payment of overtime as prescribed in clause 20 - Overtime, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

25. CLASSIFICATION STRUCTURE

25.1 All childcare staff positions will be classified according to the classification standards set out in University policy as varied from time to time.

26. ANTI-DISCRIMINATION

26.1 The parties to this Agreement agree that:

a) it is their intention to achieve the principal objective in paragraph 3(m) of the Workplace Relations Act 1996, which is to respect and value diversity of the workforce by helping to prevent and eliminate discrimination at the enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

b) any dispute concerning these provisions and their operation will be progressed under the Issues Resolution Procedures in this Agreement; and

c) nothing in these provisions allows any treatment that would otherwise be prohibited by the anti-discrimination provisions and applicable Commonwealth or State legislation; and

d) nothing in these provisions prohibits:

(i) any discriminatory conduct (or conducts having a discriminatory effect) that is based on the inherent requirements of a particular position; or

(ii) any discriminatory conduct (or conduct having a discriminatory effect) that was in good faith to avoid injury to the religious susceptibilities of that religion or creed.
SCHEDULE 1: CHILDCARE STAFF - ANNUAL SALARY RATES

THE FOLLOWING SCHEDULE WILL APPLY TO ALL CHILDCARE EMPLOYEES

Where you are employed on a part-time basis, or for less than a full year, the salary rates set out in this schedule will be paid on a pro-rata basis.

<table>
<thead>
<tr>
<th>Childcare Worker Level 1</th>
<th>25,964</th>
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</thead>
<tbody>
<tr>
<td>Childcare Worker Level 2:</td>
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<tr>
<td>2.1</td>
<td>27,128</td>
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<td>6.8</td>
<td>50,738</td>
</tr>
<tr>
<td>6.9</td>
<td>51,354</td>
</tr>
</tbody>
</table>
SIGNATURES OF THE PARTIES

Australian Workplace Agreement made under the Workplace Relations Act 1996, between: *(Employer)* Royal Melbourne Institute of Technology

and *(Employee)* ______________________________________________________

SIGNATURES

FOR THE EMPLOYER

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name in full (printed)</td>
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</tr>
<tr>
<td>Position</td>
<td></td>
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</table>

WITNESSED BY

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Witness name in full (printed)</td>
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<tr>
<td>Witness Address</td>
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FOR THE EMPLOYEE

<table>
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<th>Date</th>
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<tbody>
<tr>
<td>Employee name in full (printed)</td>
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<td>Position</td>
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WITNESSED BY

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<tr>
<td>Witness name in full (printed)</td>
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<tr>
<td>Witness Address</td>
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</tbody>
</table>
This information statement gives you important information you need to know about your Australian workplace agreement (AWA).
You should read it carefully.
If you have any questions about any of this information, you should call the Workplace Infoline on 1300 363 264 or visit www.workplaceauthority.gov.au

Important points

• An AWA is an agreement in writing between you and your employer about your job. It relates to things like how much you are paid and the hours you work.

• You can ask someone to help you talk to your employer about your AWA.

• Your AWA starts to operate when your employer lodges a copy of it along with a declaration form with the Workplace Authority. You will be sent a letter from the Workplace Authority telling you when this has happened.

• You can’t be forced to sign an AWA to keep your current job.

• If you are being offered a job with a new employer, they can make signing an AWA a condition of hiring you (unless the new employer has taken over the business of your old employer).

• AWAs do not replace important state laws on occupational health and safety and discrimination. AWAs do not automatically remove protected conditions (see page 3 for what protected conditions are).

• A Fairness Test applies to AWAs lodged on or after 7 May 2007 for people earning less than $75,000 per year in industries or jobs where awards usually apply. The Fairness Test makes sure you receive fair compensation if your AWA changes certain protected conditions.

• There are guaranteed key conditions such as basic rates of pay, leave and casual loadings. This is called the Australian Fair Pay and Conditions Standard (the Standard). The conditions in the Standard will apply if your AWA does not meet these key conditions.

More details on these and other important issues can be found in this information statement and at www.workplaceauthority.gov.au

What is an Australian workplace agreement (AWA)?

An AWA is an individual written agreement between you and your employer setting out the terms and conditions of your employment. These include things like how much you are paid, your hours of work, and other things relating to your job.

What steps are involved in making an AWA?

Step 1
You should discuss the content of your AWA with your employer. You are also allowed to discuss your AWA with anyone you want to. If you want to you can also ask someone to help you talk to your employer about making, varying or terminating your AWA. This person is called a bargaining agent. You have to appoint your bargaining agent in writing and give a copy of the letter to your employer. Your employer can appoint a bargaining agent too.

A bargaining agent can be a friend, relative, union representative, solicitor or any other person whose advice you trust. Bankrupts, people under the age of 18 and some others can not be appointed bargaining agents.

Step 2
Before you sign your AWA your employer must:

• Give you a copy of this information statement and a copy of your AWA

• Give you at least seven days to read and think about this information statement and your AWA before it is approved

• If your AWA includes the terms of an award, another workplace agreement or industrial instrument, then the employer should give you access to that document in writing for at least seven days.

After you have been given all of the above documents, you can tell your employer you don’t need the full seven day period if you want to. You must do this in writing and it must be signed and dated by you.
**Step 3**

Your AWA is approved when both you and your employer sign and date the AWA, and your signatures are witnessed. If you are under the age of 18, an appropriate adult, such as your parent or guardian, must also sign and date your AWA and have their signature witnessed.

**Step 4**

Your employer must lodge a declaration and a copy of your AWA with the Workplace Authority within 14 days of it being approved. Your employer must give you a copy of the lodged AWA as soon as they can after it is lodged. The Workplace Authority will send you a receipt stating the date your employer’s declaration was received.

**Step 5**

Your AWA starts to operate on the day the Workplace Authority receives your employer’s declaration.

**Do I have to sign an AWA?**

No. You can choose to sign, or not to sign, an AWA. If you are an existing employee you cannot be forced to sign an AWA in order to keep your current job.

If you are starting a new job, your employer can generally make your job offer conditional on signing an AWA, unless the new employer is taking over the business of your old employer.

**What does an AWA do?**

- It replaces any award, workplace agreement or other industrial instrument that would have otherwise applied to you, however certain conditions (called protected conditions) may become part of the AWA (see the Fairness Test below)
- It overrides employment conditions created by state or territory laws, if your AWA deals with those conditions, but
- It does not override state or territory laws covering occupational health and safety, workers’ compensation or certain laws dealing with training arrangements, child labour, equal employment opportunity and discrimination.

**What is the Fairness Test?**

The Fairness Test ensures you are fairly compensated if your AWA removes or changes certain conditions called protected conditions. If you were covered by a state or federal award or a former state award or agreement, any of the following protected conditions may apply to you:

- Public holidays, including substituted days and payment for public holidays
- Rest breaks
- Incentive-based payments and bonuses
- Annual leave loadings
- Monetary allowances for employment expenses, responsibilities or skills, and disabilities for performing certain tasks or working in particular conditions or locations
- Penalty rates and shiftwork or overtime loadings
- Outworker conditions (although your AWA can’t remove or change outworker conditions to provide a less favourable outcome for the employee)

The Fairness Test applies to your AWA (or in the case of a variation your varied AWA) if:

- your job or industry is usually covered by a federal award or where prior to 27 March 2006 a state award usually applied. It also applies if the employee was covered by a former state award or agreement immediately prior to the agreement coming into operation
- you earn less than $75,000 each year
- your AWA or variation agreement changes or removes any protected conditions
- your AWA or variation agreement is lodged with the Workplace Authority on or after 7 May 2007.
If you meet these four requirements, but are not in fact covered by an award or former state award or agreement, the Workplace Authority must decide whether there is an appropriate award to do the Fairness Test (this is called the designated award).

The Workplace Authority will send you and your employer a letter to let you know whether or not your AWA has to go through the Fairness Test. After the test has been conducted, another letter will be sent to you and your employer about whether or not your AWA has passed the Fairness Test.

You can’t be forced to remove or change any protected conditions that would otherwise apply to you. However, you and your employer can agree to remove or change any of these protected conditions, except for outworker conditions, in exchange for fair compensation.

You can choose to tell the Workplace Authority why you think your AWA gives you fair compensation for changing any protected conditions. You can fill in the Fairness Statement attached to this form for your employer to send to the Workplace Authority along with your AWA. This statement will help the Workplace Authority consider your views when it conducts the Fairness Test.

What if my AWA does not pass the Fairness Test?

The Workplace Authority will explain to you and your employer about how your AWA can be changed to make it pass the Fairness Test, and that back pay may be payable to you. There are then two options:

1. You and your employer can agree on how to vary your AWA so that it passes the Fairness Test. You can appoint a bargaining agent to assist or represent you in these discussions; or

2. Your employer can give the Workplace Authority an undertaking that is enforceable as part of the AWA.

If the necessary changes outlined above are not lodged with the Workplace Authority within 14 days of the Workplace Authority’s letter, your AWA will stop operating. If this occurs, you will be covered by the industrial instruments that previously applied to you, or that would have applied to you if there had not been an AWA made. If there are no such industrial instruments, your employment will be covered by the Standard and protected conditions contained in the designated award. You can recover any shortfall in payment for the period in which the AWA did not pass the Fairness Test.

Your employer cannot dismiss you because your AWA does not pass the Fairness Test.

When does an AWA stop operating?

Your AWA stops operating if it is terminated, is replaced by another AWA, or it does not pass the Fairness Test and isn’t changed to make it pass the Test. You will receive correspondence from the Workplace Authority if this occurs.

If your AWA passes its nominal expiry date, and a new AWA is not made, your existing employment conditions under your AWA continue to apply. The nominal expiry date of an AWA is a date set out in your AWA or, if no date is set out, the date is five years after the lodgement date of your AWA.

How is an AWA varied or terminated?

The procedure for varying your AWA follows the same steps as the procedure for making an AWA (see page 1). However, at step 2 you must be given a copy of the variation agreement rather than a copy of your AWA.

If you and your employer want to end your AWA, you can make a termination agreement. The procedure for making a termination agreement follows the same steps as the procedure for making an AWA (see page 1). However, at step 2 your employer must give you this information statement for the full seven days - this period cannot be shortened. Also you do not have to be given a copy of a termination agreement.

There are two other ways to terminate an AWA:

- If your AWA has passed its nominal expiry date you or your employer can terminate the agreement by giving 90 days’ written notice
- If your AWA says how it can be terminated you or your employer can terminate your AWA by giving 14 days’ written notice and following the termination procedure in your AWA.

If your AWA is terminated, your minimum employment conditions under the Workplace Relations Act 1996 will be those in the Standard and any applicable protected conditions.

If your AWA is terminated by your employer on the giving of 90 days’ written notice, you may also be covered by undertakings made by your employer or any preserved redundancy provisions that might apply for a period of up to 24 months.
Other important information

What is the Australian Fair Pay and Conditions Standard?

The Australian Fair Pay and Conditions Standard (the Standard) contains five key employment conditions. The conditions in the Standard will apply where the conditions in your AWA are less favourable. The conditions in the Standard are:

1. Guaranteed basic rates of pay and guaranteed casual loadings

   A Federal Minimum Wage or guaranteed basic rate of pay under an applicable Australian Pay and Classification Scale. For casual employees, a casual loading set by the Australian Fair Pay Commission.

2. Hours of work

   Maximum ordinary hours of work limited to 38 hours per week (which can be averaged over a period of up to twelve months) and reasonable additional hours.

3. Annual leave

   Four weeks paid annual leave per year (five weeks for some continuous shiftwork employees), except for casual workers. Up to two weeks of this leave can be cashed out at the employee’s written election where their workplace agreement allows it.

4. Personal leave

   Ten days paid personal/carer’s leave per year and two days paid compassionate leave for each relevant occasion, except for casual workers. Where this paid personal leave has been used up, two days unpaid carer’s leave for each carer’s leave occasion. This unpaid leave is available to casuals.

5. Unpaid parental leave

   For all employees other than certain casual employees, up to 52 weeks unpaid parental leave

The conditions set out above are based on a full-time employee working up to 38 hours per week and apply on a pro-rata basis according to the hours worked by the employee.

Is there anything that should not be included in my agreement?

Yes. Prohibited content cannot be included in AWAs. Any prohibited content in an AWA has no effect and cannot be enforced. Employers can be fined if they recklessly lodge an AWA that contains prohibited content.

For more detailed information about what terms contain prohibited content please visit www.workplaceauthority.gov.au

Why are AWAs for some Victorian employees different?

If you work in Victoria and your employer is not a ‘constitutional corporation’ (for example, they are not a company) your AWA must contain guarantees of minimum wage rates and casual loadings. If it doesn’t, the AWA will have no effect.

Are my personal details kept private?

The Workplace Authority treats the privacy of individuals’ personal information very seriously. The Workplace Authority asks your employer to provide certain information about you, such as your name and address. This information is used to send you a receipt acknowledging your employer’s lodgement and to send you letters about your AWA. It may also be used to get your feedback on the services provided by the Workplace Authority.

Where required by law personal information may also be used to provide information to the Minister, government agencies or departments.
**Fairness Statement**

You can choose to make this statement to help the Workplace Authority conduct the Fairness Test on your AWA. If you need help to make this statement you can call the Workplace Infoline on 1300 363 264.

It gives you the opportunity to say why you have agreed to changing or removing protected conditions. These conditions can include:

- Public holidays, including substituted days procedures for substituting days and payment for public holidays
- Rest breaks
- Incentive-based payments and bonuses
- Annual leave loadings
- Monetary allowances for employment related expenses, responsibilities or skills not included in your rate of pay, and disabilities for performing certain tasks or working in particular conditions or locations
- Penalty rates and shiftwork or overtime loadings.

You can either tick the box below that best describes your point of view, write your comments in the box further down the page, or do both.

<table>
<thead>
<tr>
<th>I am happy with any changes made to my protected conditions in my AWA because:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] I get more pay for every hour I work</td>
</tr>
<tr>
<td>[ ] they help me balance my work and personal commitments</td>
</tr>
<tr>
<td>[ ] I get to work the hours I prefer</td>
</tr>
<tr>
<td>[ ] I get extra benefits like child care, car parking or paid study leave</td>
</tr>
<tr>
<td>[ ] I get extra paid holidays or personal leave</td>
</tr>
<tr>
<td>[ ] I get time off for overtime or weekend work</td>
</tr>
</tbody>
</table>

If you like, you can give us more detail in the box below. Here are some examples:

- I’m happy to work half a day on Saturday for the same as I would get for half a day worked Monday to Friday because I can leave earlier on weekdays
- I prefer to start work at 5am rather than 9am in summer to avoid working outside in the heat of the late afternoon
- I’m happy to work nights for a standard hourly rate so I can go to university lectures during the day.

You should sign below and give this page to your employer when you sign your AWA. It will be sent to the Workplace Authority by your employer with your AWA. If you are under 18, your parent or guardian should also sign this statement.

I have made this statement freely and would like the Workplace Authority to consider it when it conducts the Fairness Test on my Australian workplace agreement (AWA).

<table>
<thead>
<tr>
<th>Name</th>
<th>EMPLOYEE’S NAME</th>
<th>PARENT’S/GUARDIAN’S SIGNATURE</th>
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</thead>
<tbody>
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</table>

Signed ___________________________  EMPLOYEE’S SIGNATURE Date _____/_____/_____

If you have any questions, you can call the Workplace Authority on 1300 363 264, or visit www.workplaceauthority.gov.au
Community language information

English
This receipt was issued by the Workplace Authority and provides information about workplace agreements. If you cannot read English and need help, it is understood that this information, please call the Workplace Authority through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the Workplace Authority.

Arabic
لا يمكنني تقديم أي معلومات أخرى عن هذه الخدمة. إذا كنت بحاجة إلى مساعدة في اللغة العربية، يمكنك الاتصال بالرقم 13 14 50 للعثور على خدمة الترجمة والمترجم. هذه الخدمة ستوفر بشكل مجاني من قبل مؤسسة الرعاية الصحية.

Chinese
如果您需要使用中文服务，请通过13 14 50电话与工作场所管理局联系。该服务将由工作场所管理局支付。

Filipino
Ang resibo ay ilalabas ng Workplace Authority (Tagagamitting sa Pagtuturo at Pagsasalin) at nagbibigay ng impormasyon tungkol sa mga kasundo at pangangasiwaan. Ang hakbang ay nagbibigay ng galing sa mga aktris at aktres sa pagtuturo at pagsasalin. Para sa mga kung ay nakapalit ng impormasyon, kakatunog, at pagsasalin, kakatunog, at pagsasalin. Para sa mga kung ay nakapalit ng impormasyon, kakatunog, at pagsasalin.

Greek
Χαίρετε και δίνομε ως κάλεσμα στα Υπάρχοντα Οργανισμούς, που παρέχουν στην παρούσα εφαρμογή χώρους. Αυτό δεν προκύπτει από την Workplace Authority χάσει κάποιους χώρους, αλλά στηρίζεται συνεργαζόμενος με τις άλλες, για την υποστήριξη της Workplace Authority, ως ένας δρόμος για μεγαλύτερη αποκατάσταση της ηλεκτρονικής παρουσίας.

Italian
La presente ricerca è stata rilasciata dalla Workplace Authority e contiene informazioni sui contratti di lavoro aziendali. Non si tratta di leggere in inglese e avere bisogno di assistenza per comprendere queste informazioni, chiamando la Workplace Authority servendosi del servizio traduzione e interprete al numero 13 14 50. Il costo di questo servizio interpreti sarà a carico della Workplace Authority.

Kmer
ការអនុញ្លះប្រការនេះទទួលបានពេញនិយមនៃ Workplace Authority ដោយអតិថិជនការប្រការនេះ ហើយបានបញ្ចប់បំពីការប្រការនេះ។ Workplace Authority នេះមានការប្រការពីការប្រការនេះទៅ។

Korean
본 일시중인 Workplace Authority(이의 관리에서는 법률적으로 권한을 얻는 것으로 의사결정을 있습니다. 본 정보를 이용할 수 있도록 도움이 될 수 있을 것입니다. 도움이 필요하다면 어떤 기본적인 사항을 확인하려는 서비스는 13 14 50 전화로 Workplace Authority로부터 추천해 주시기 바랍니다. 전화 통신 서비스 비용은 Workplace Authority가 부담합니다.

Lao
Opening the image of Workplace Authority (I'm here in Laos) shows information about work agreements and other information. The service is free of charge and can be used by anyone who needs help.

Macedonian
Ova potvrdka je izdaje Workplace Authority (Управа за работни односи) i sadržava informacije o radnim poglavljima. Ako je treba pomoc, treba se nazvati na 13 14 50 i upozoriti na radni čas. Ovaj telefonski interpretirajući usluga je plaćen od strane Workplace Authority.