

RMIT Vocational Education Workplace Agreement 2016

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the *RMIT Vocational Education Workplace Agreement 2016*.

2. ARRANGEMENT

PART 1 – APPLICATION AND OPERATION OF AGREEMENT	2
1. <u>AGREEMENT TITLE</u>	2
2. <u>ARRANGEMENT</u>	3
3. <u>DEFINITIONS</u>	5
4. <u>APPLICATION OF THE AGREEMENT</u>	7
5. <u>COMMENCEMENT DATE AND DURATION</u>	7
6. <u>RELATIONSHIP WITH OTHER INSTRUMENTS</u>	7
7. <u>EXPLANATION OF AGREEMENT TO ALL EMPLOYEES</u>	7
8. <u>ANTI-DISCRIMINATION</u>	7
9. <u>OCCUPATIONAL HEALTH AND SAFETY</u>	8
10. <u>NO FURTHER CLAIMS</u>	8
PART 2 – AGREEMENT FLEXIBILITY	9
11. <u>INDIVIDUAL FLEXIBILITY ARRANGEMENT</u>	9
PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	11
12. <u>INDUSTRIAL RELATIONS PRINCIPLES</u>	11
13. <u>CONSULTATION IN RMIT DECISION-MAKING</u>	11
14. <u>DISPUTE RESOLUTION PROCEDURE</u>	12
PART 4 – EMPLOYMENT RELATIONSHIP ARRANGEMENTS AND TERMINATION	14
15. <u>TYPES OF EMPLOYMENT</u>	14
16. <u>COMMITMENTS</u>	14
17. <u>CONTRACT OF EMPLOYMENT</u>	14
18. <u>FIXED-TERM EMPLOYMENT</u>	15
19. <u>PART-TIME EMPLOYMENT</u>	16
20. <u>CASUAL EMPLOYMENT</u>	16
21. <u>IDENTIFICATION OF EMPLOYEES SURPLUS TO RMIT REQUIREMENTS, REDUNDANCY AND TERMINATION OF EMPLOYMENT</u>	19
PART 5 – WAGES, CLASSIFICATIONS AND RELATED MATTERS	22
22. <u>CLASSIFICATION</u>	22
23. <u>SKILL-BASED CAREER PATH</u>	22
24. <u>INCREMENTAL PROGRESSION</u>	22
25. <u>PERFORMANCE APPRAISAL</u>	23
26. <u>TEACHER TRAINING</u>	23
27. <u>RATES OF PAY</u>	24
28. <u>ANNUAL LEAVE LOADING</u>	24
29. <u>SALARY PACKAGING</u>	25

30.	<u>ALLOWANCES</u>	25
31.	<u>SUPERANNUATION</u>	26
32.	<u>OVERALL TOTAL REMUNERATION PACKAGE</u>	28
33.	<u>ACCIDENT MAKE-UP PAY</u>	28
34.	<u>REIMBURSEMENT OF EXPENSES</u>	29
	<u>PART 6 – HOURS OF WORK AND RELATED MATTERS</u>	30
35.	<u>WORKLOAD AND TEACHING HOURS REVIEW</u>	30
36.	<u>HOURS OF WORK</u>	30
37.	<u>ATTENDANCE TIME</u>	30
38.	<u>ALLOCATION OF DUTIES</u>	31
39.	<u>WORKING OUTSIDE THE SPAN OF ORDINARY HOURS</u>	33
40.	<u>HOURS AND RATES FOR EXCESS TEACHING</u>	33
	<u>PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</u>	36
41.	<u>PARENTAL LEAVE</u>	36
42.	<u>PERSONAL/CARER’S LEAVE</u>	44
43.	<u>COMPASSIONATE LEAVE</u>	47
44.	<u>COMMUNITY SERVICE LEAVE</u>	47
45.	<u>LONG SERVICE LEAVE</u>	48
46.	<u>PUBLIC HOLIDAYS</u>	51
47.	<u>ANNUAL LEAVE</u>	51
48.	<u>DOMESTIC VIOLENCE LEAVE</u>	52
49.	<u>SABBATICAL LEAVE</u>	53
50.	<u>STUDY LEAVE</u>	53
51.	<u>INDUSTRIAL TRAINING LEAVE</u>	53
52.	<u>COURT ATTENDANCE</u>	54
53.	<u>RELIGIOUS AND CULTURAL LEAVE</u>	54
54.	<u>SPECIAL LEAVE</u>	54
	<u>APPENDIX 1 – WORKLOADS AND TEACHING HOURS: REVIEW</u>	55
	<u>SCHEDULE 1 – SALARIES</u>	57
	<u>SCHEDULE 2 – CLASSIFICATION STRUCTURE</u>	60
	<u>SCHEDULE 3 – CLASSIFICATION STANDARDS</u>	61
	<u>SCHEDULE 4 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY</u>	69

3. DEFINITIONS

In this Agreement, unless a contrary intention appears:

- 3.1 **Approved actual teaching experience** means experience which may include: teaching experience; service in a position for which educational qualifications and experience is a prerequisite for appointment; leave for industrial experience or return to work purposes; experience in a position requiring the coordination, supervision or management of persons involved in a teaching function.
- 3.2 **Approved additional studies** means an approved course of study that is of at least one year in duration; was not awarded on the basis of credits granted from the teacher's base qualifications; and is relevant to teaching in TAFE, e.g., a Bachelor of Education.
- 3.3 **Associate Degree** means any program as so described, and which is intended subsequently to be accepted without discount towards a degree.
- 3.4 **Casual Employee** means a person engaged in the Teacher or Senior Educator classification by the hour and employed on an irregular basis or for a short period of time and excludes a full-time or part-time Employee or an Employee employed for a fixed-term or specified purpose.
- 3.5 **Consultation** means the provision of the opportunity for discussion and of information in a form and in sufficient time to enable the Employee/s or organisation being consulted to be sufficiently informed so as to provide a bona fide opportunity for an informed view or feedback to influence the relevant decision maker prior to the making of her or his decision.
- 3.6 **Employee** means a person employed under this Agreement.
- 3.7 **Employer or RMIT** means RMIT University.
- 3.8 **Fixed-term Employee** means an Employee employed for a specified term or ascertainable period.
- 3.9 **Fixed-term employment** means employment for a specified term or ascertainable period.
- 3.10 **Full-time Employee** means an Employee employed for a 1.0 time fraction.
- 3.11 **Full-time employment** means employment for a 1.0 time fraction.
- 3.12 **FW Act** means the *Fair Work Act 2009* as amended from time to time.
- 3.13 **FWC** means the Fair Work Commission or its successor.
- 3.14 **Industrial experience** means experience that is normally gained after the commencement of the relevant qualification and includes relevant paid employment;

relevant performance or exhibition; relevant unpaid experience; approved alternative employment where no employment of direct relevance to the teaching area and the qualification can reasonably be expected. Childcare and family responsibilities may be approved for half of the industrial experience requirement.

3.15 **Ongoing employment** means all employment other than “fixed-term”, or “casual”.

3.16 **Ordinary hourly rate** means:

$$\frac{\text{annual salary} \times 14}{365.25 \times 76}$$

3.17 **Part-time Employee** means an Employee employed on (other than casual employment) reasonably predictable hours of work and for less than the normal weekly ordinary hours specified for a full-time Employee.

3.18 **Part-time employment** means employment for (other than casual employment) reasonably predictable hours of work and for less than the normal weekly ordinary hours specified for a full-time Employee.

3.19 **Post year 12 in Schedule 4** means a qualification for which a prerequisite of entry is the Victorian Certificate of Education or equivalent.

3.20 **Scheduled duty** means a duty or task required or directed or timetabled by RMIT and includes teaching duty hours (but does not include travel, which forms part of an Employee’s unscheduled duties).

3.21 **Sub-division** means salary subdivision and represents a point on a salary scale.

3.22 **TAFE** means Technical and Further Education.

3.23 **Teaching Duty Hours** ("TDH") means sessions of instruction and/or supervision and/or assessment of student's; whether delivered at a campus of the Institute or elsewhere or whether delivered in person or by other means.

3.24 **Union(s)** means the Australian Education Union and the National Tertiary Education Union.

3.25 **Year in Schedule 3** means a full-time year or equivalent.

4. APPLICATION OF THE AGREEMENT

4.1 This Agreement shall cover and apply to RMIT University and its Vocational Education Employees described in the classifications listed in Schedule 1 to this Agreement.

4.2 This Agreement does not apply to employees who are covered by the *RMIT University Academic and Professional Staff Enterprise Agreement 2014* or its successor.

4.3 This Agreement has been negotiated between RMIT, the AEU and the NTEU, who are parties to the Agreement. The AEU and/or the NTEU may be covered by this Agreement if they inform the FWC of their wish to be covered, and the coverage is noted in the approval decision.

5. COMMENCEMENT DATE AND DURATION

This Agreement shall come into operation seven days after the date of approval by the FWC, and will nominally expire on 31 July 2018.

6. RELATIONSHIP WITH OTHER INSTRUMENTS

This Agreement operates to the exclusion of any previous enterprise agreements and wholly replaces any previous certified agreements, Awards of Australian Industrial Relations Commission, Fair Work Australia or the FWC which may otherwise, but for this clause, apply to the Employees (unless specifically referred to in this Agreement).

7. EXPLANATION OF AGREEMENT TO ALL EMPLOYEES

The terms and conditions of this Agreement shall be explained to all existing Employees and all new Employees prior to commencement.

8. ANTI-DISCRIMINATION

8.1 It is the intention of RMIT to achieve the principal object in s.3(e) of the FW Act of respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination 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, or on any other unlawful basis.

8.2 Accordingly, in fulfilling its obligations under the dispute avoidance and settling clause, RMIT must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is taken to affect:

- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

b) an Employee, RMIT or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

c) the exemptions in s.351(2)(b) and (c) of the FW Act.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 RMIT is required to provide and maintain, so far as is practicable, a working environment that is safe and without risks to health and an Employee, while at work, must take reasonable care for her or his own health and safety and for the health and safety of anyone else who may be affected by her or his acts or omissions at the workplace.

9.2 RMIT acknowledges its obligations under Occupational Health and Safety legislation, regulations, codes of practice and guidelines.

10. NO FURTHER CLAIMS

It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before 31 July 2018.

PART 2 – AGREEMENT FLEXIBILITY

11. INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

11.2 An Employee and RMIT may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement which will be confined to one or more of the following matters:

- a) Allowing for the ordinary hours, Monday to Friday, of the Employee to fall outside the span of hours in clause 36 provided that:
 - (i) the flexibility arrangement specifies alternative ordinary hours of work for that Employee;
 - (ii) any reference to "ordinary hours" in clauses 39 and 40 will be taken to be a reference to "ordinary hours" specified in the Flexibility Agreement; and
 - (iii) clauses 39 and 40 apply to the employee's ordinary hours as redefined.

11.3 RMIT must ensure that:

- a) the arrangement meets the genuine needs of RMIT and the Employee in relation to one or more of the matters mentioned in clause 11.2;
- b) the arrangement is genuinely agreed to by RMIT and the Employee;
- c) agreement to a flexibility arrangement may not be a precondition for employment, reclassification or promotion;
- d) the Employee is advised that they are entitled to have a representative negotiate a flexibility arrangement on their behalf, providing that there is no requirement for the consent of a third party to the arrangement as specified in section 203(5) of the FW Act;
- e) the Employee and their representative must have at least three working days to consider the proposal; and
- f) the Employee is provided with a copy of the written agreement and a copy of that agreement is retained as a time and wages record.

11.4 RMIT must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the FW Act; and
- b) are not unlawful terms under section 194 of the FW Act; and
- c) result in the Employee being better off overall than the he/she would be if no arrangement was made.

11.5 RMIT must ensure that the individual flexibility arrangement:

- a) is provided in writing to the Employee within 14 days after it is agreed; and
- b) includes the name of RMIT and of the Employee; and

- c) is signed by RMIT and the Employee (and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee); and
- d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

11.6 RMIT or the Employee may terminate the agreement:

- a) by giving no more than 13 weeks written notice of termination to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between RMIT and the individual Employee.

11.7 RMIT will report annually to the UCC the number and type of flexibility arrangements that are made in accordance with this clause, together with the classification level and gender of the applicants.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. INDUSTRIAL RELATIONS PRINCIPLES

The parties commit themselves to the following industrial relations principles:

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

13. CONSULTATION IN RMIT DECISION-MAKING

- 13.1 The parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. To this end, the parties are committed to a cooperative approach to such matters involving joint participation and consultation.
- 13.2 A University Consultative Committee (UCC) will be established within one (1) month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The UCC will also be the forum through which RMIT, its Employees and the Union(s) consult generally on matters affecting Employees. The Committee shall meet during ordinary hours. Time Allocations of an agreed amount additional to those provided elsewhere in this Agreement will be made from scheduled duties for Employee representatives on this UCC.
- 13.3 The UCC will comprise of two RMIT representatives, and two Union nominees (one from each Union). It is recognized that from time to time additional representation on behalf of RMIT, the Union(s) or RMIT Employees may be involved.
- 13.4 The UCC will meet regularly, and as required, to discuss issues outlined in sub-clauses 13.1 and 13.5 below, and on any other matter on which consultation may be required. The UCC will provide a report and/or recommendation, as appropriate, to the Executive Director Vocational Education on the matter/s under discussion. RMIT will provide the time and resources necessary for the UCC to perform its role.
- 13.5 Where RMIT proposes change:
 - a) that is a major workplace change that is likely to have a significant effect on Employees; or

- b) to Employees' regular roster or ordinary hours of work,

RMIT will consult with those Employees, their elected representatives and the Union(s) through the UCC prior to the proposed changes being implemented.

- 13.6 For the purposes of consultation under this clause, RMIT will provide to the affected Employees and the Unions relevant information regarding the proposed change(s) and invite them to give their views on the proposed change(s) and their impact, including any impact in relation to family or caring responsibilities. RMIT will give prompt and genuine consideration to the matters raised before deciding upon the change.

14. DISPUTE RESOLUTION PROCEDURE

- 14.1 A dispute or grievance arises where an Employee on the one hand or RMIT on the other are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters that:

- a) arise out of, or are reasonably incidental to, matters covered by this Agreement; or
- b) are in relation to the National Employment Standards.

- 14.2 The Employee has the right to seek advice from and be represented by the industrial organisation entitled to represent his or her interests at all stages of this procedure.

- 14.3 Any claim or dispute which arises shall, where possible, be settled by discussion between the Employee and the immediate supervisor. The supervisor shall inform RMIT of the existence of this dispute who may then advise and represent the supervisor.

- 14.4 The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.

- 14.5 If unresolved, either party shall be entitled to refer the dispute to a dispute settlement committee within seven days, unless otherwise agreed.

- 14.6 The dispute settlement committee shall consist of:

- a) two nominees of RMIT; and
- b) two nominees of the Employee (excluding family members or legal practitioners) one of whom may be an officer or employee of the industrial organisation entitled to represent the interests of the Employee.

- 14.7 The dispute settlement committee shall determine its own procedures for the purpose of considering the dispute, and shall issue recommendations in writing to the parties within ten working days of referral of the dispute.
- 14.8 A dispute subject to this clause shall be resolved where the parties to the dispute accept the recommendations of the dispute settlement committee, or otherwise reach agreement.
- 14.9 If unresolved, either party may apply to the FWC to deal with the dispute. The FWC may use powers of conciliation and arbitration to resolve the issue/s in dispute, and make a determination that is binding on the parties.
- 14.10 The procedures outlined above do not apply to a bona fide health and safety issue.

PART 4 – EMPLOYMENT RELATIONSHIP ARRANGEMENTS AND TERMINATION

15. TYPES OF EMPLOYMENT

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

- 15.1 ongoing appointment on a full-time or regular part-time basis; or
- 15.2 fixed-term appointment on a full-time or regular part-time basis; or
- 15.3 engagement on a casual basis.

16. COMMITMENTS

The parties are committed to recognising the preferred mode of employment as being ongoing. However the parties also recognise that some fixed-term or casual employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement. It is agreed that fixed-term and casual employment will not be used to substitute for ongoing employment.

17. CONTRACT OF EMPLOYMENT

- 17.1 On appointment, RMIT shall provide Employees with a letter of appointment which stipulates the type of employment and contains the following information:
 - a) the date employment is to commence;
 - b) the date employment is to cease (where applicable);
 - c) the classification and rate of pay to be received by the Employee;
 - d) the hours of duty and time/s of attendance of the Employee including the time-fraction to be worked;
 - e) the other main terms and conditions of employment applicable to the Employee including usual work location and the documentary or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment;
 - f) for a fixed-term Employee, the reasons for the fixed-term contract of employment;
 - g) for casual Employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

17.2 An Employee may apply to RMIT for a temporary adjustment of their position time fraction. RMIT may agree for a temporary adjustment of the time-fraction applying to the position for a specified period of time having regard to the Employee's reasons and operational requirements. Reversion to the prior time-fraction shall occur at the conclusion of the temporary adjustment unless otherwise agreed between the Employee and RMIT.

17.3 An Employee appointed specifically to replace an Employee on leave or other approved release shall perform the full range of duties, including that Employee's face-to-face teaching load, which would have been performed by the Employee being replaced.

17.4 Where an Employee is appointed for a period of less than the full year or on a specific project, the maximum teaching duty hours that can be delivered is:

- a) Number of weeks of appointment x 21 hours per week.

RMIT shall bring such cases to the attention of the UCC prior to the appointment of the Employee.

17.5 For the purposes of a teaching load, an Employee whose services are terminated at the Employee's initiative or for just cause prior to the end of a full teaching year, shall be deemed to have taught the whole of the year.

18. FIXED-TERM EMPLOYMENT

18.1 RMIT will normally engage Employees on fixed-term contracts in circumstances where:

- a) Replacement of staff on leave is required;
- b) Funding cannot be regarded as ongoing;
- c) New and/or short-term program areas are introduced, or reducing numbers threaten the viability of an existing program;
- d) An Employee with current industry experience is required for a limited term.

18.2 Where an Employee has two or more years of contiguous fixed-term service, or is engaged on a second or subsequent fixed-term contract of employment, and RMIT intends the duties of the Employee to be continued to be performed, the Employee may apply to have their mode of employment converted to ongoing employment and RMIT shall not unreasonably reject such an application.

19. PART-TIME EMPLOYMENT

19.1 The provisions of this Agreement apply on a pro-rata basis to Employees employed less than 38 hours per week and/or less than 52 weeks per annum.

19.2 Regular part-time employment may be available to allow Employees to work a portion of the normal workload of a full-time Employee.

20. CASUAL EMPLOYMENT

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

20.2 For the purposes of clause 20.1, 'a short period of time' means:

- a) Where the purpose of the casual employment is to replace an Employee on approved leave, for up to 30 days. A casual Employee in this circumstance may be required to take the full allocation of teaching duties of the Employee being replaced; or
- b) The work to be performed does not exceed 8 hours per week or, by mutual consent, up to a maximum of 21 hours in any 1 week, to a maximum of 720 hours per year providing that the maximum of 21 hours per week may be exceeded by mutual agreement, subject to no Employee exceeding 40 hours in a two week roster period.

20.3 A casual Employee shall be paid the appropriate rate as set out in Schedule 1, depending on whether they are performing:

- a) teaching duties in an Associate Degree program; or
- b) teaching duties, other than teaching in an Associate Degree program; or
- c) non-teaching duties.

20.4 The appropriate teaching duty hour rate for teaching in an Associate Degree program depends on what the Employee is doing, for example a lecture, repeat lecture, tutorial or repeat tutorial, as set out in the letter of appointment described in clause 17.

20.5 The teaching duty hour rate for a casual Employee not teaching in an Associate Degree program is inclusive of 0.5 hours of preparation and assessment. Any preparation or assessment required in excess of 0.5 hours (as agreed to by the Employee's manager or supervisor) shall be paid at the non-teaching rate.

20.6 Where RMIT considers it desirable for a casual Employee to attend meetings or to attend professional development sessions, these hours shall not be included in the 720 hrs maximum referred to in sub-clause 20.2(b) above provided the Employee is paid at the rate prescribed by this Agreement.

20.7 The leave entitlements for casual Employees are set out in Part 7 of this Agreement.

20.8 The allocation of duties for a casual Employee will be consistent with clauses 38.7 and 38.8 of this Agreement.

20.9 RMIT must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 20. The rights of RMIT to engage or not engage a casual Employee are otherwise not affected.

Conversion from casual to non-casual employment

General

20.10 An Employee must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.

20.11 Upon appointment, RMIT shall advise a casual Employee that, after serving qualifying periods, casual Employees may have a right to apply for conversion and a copy of the conversion provisions of this agreement shall be made available to such Employees.

20.12 RMIT shall also take reasonable steps from time to time to inform casual Employees of the conversion provisions of this Agreement.

20.13 An eligible casual Employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.

20.14 The UCC as described in clause 13 will monitor the implementation of this clause. To facilitate this monitoring, RMIT shall provide to the UCC relevant data no less frequently than 12 months.

Eligibility for conversion

20.15 To be eligible to apply for conversion, a casual Employee must be employed on a regular and systematic basis in the same, or a similar and identically classified position, in the same department (or equivalent), either:

a) over the immediately preceding period of 12 months, and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time Employee; or

b) over the immediately preceding period of at least 24 months.

20.16 For the purposes of this clause, occasional and short-term work performed by the Employee in another classification, job or department shall not:

- a) affect the Employee's eligibility for conversion;
- b) be included in determining whether the Employee meets or does not meet the eligibility requirements.

Application for conversion

20.17 RMIT shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- a) the Employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
- b) the Employee is performing work which will either cease to be required or will be performed by a non-casual Employee, within 26 weeks (from the date of application);
- c) the Employee has a primary occupation with RMIT or elsewhere, either as an Employee or as a self-employed person;
- d) the Employee does not meet the essential requirements of the position; or
- e) the work is ad-hoc, intermittent, unpredictable or involves hours that are irregular.

Offer of non-casual employment

20.18 RMIT must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If RMIT rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the Employee will be offered a non-casual position.

20.19 Conversion may be to either an ongoing or fixed term appointment in accordance with clause 15 of this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of RMIT's operational requirements and the desirability of offering the Employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the Employee's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under clause 17 of this Agreement.

20.20 Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

- a) long service leave, in so far as the casual service with RMIT would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
- b) any applicable unpaid parental leave; and
- c) subject to meeting the qualification requirements of Schedule 4 and clauses 24.1(a) and 24.1(b) of this Agreement, where a casual Employee is converted to a fixed term or ongoing position by RMIT, each 400TDH casual prior service with RMIT shall be recognised as one increment when establishing the commencing salary.

Further applications

20.21 An Employee whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

- a) that rejection is solely based upon the ground set out in clause 20.17(b); and
- b) that ground ceased to apply.

21. IDENTIFICATION OF EMPLOYEES SURPLUS TO RMIT REQUIREMENTS, REDUNDANCY AND TERMINATION OF EMPLOYMENT

21.1 Subject to this clause, the parties agree that existing RMIT policies in relation to Redundancy, Redeployment and Termination of Employment are to apply for the life of this Agreement. Such policies may only be varied following consultation with and agreement of the UCC. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

Identification of Employees surplus to RMIT requirements

21.2 RMIT will adopt the following process to identify Employees in excess of RMIT requirements and therefore to be considered for selection.

21.3 RMIT will convene meetings of potentially affected Employees to seek volunteers.

21.4 RMIT may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for RMIT's continuing function.

21.5 Where insufficient volunteers are forthcoming, RMIT shall decide those Employees in excess of its requirements taking into account the following criteria:

- a) the relative qualifications, skills and abilities between Employees as required for the continuing operation of RMIT;

- b) any special qualifications or aptitude for the position/s continuing to be required to be performed by RMIT; and
- c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

21.6 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as surplus to RMIT requirements will be that person whose selection causes the least disruption to the continuing operation of RMIT.

Redundancy

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

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

21.9 RMIT may pay out in lieu any part of the notice period after 8 weeks or, at the request of the Employee, earlier.

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

21.11 An Employee is not entitled to redundancy pay if the Employee rejects an offer of employment made by RMIT that is on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than the Employee's original terms and conditions.

21.12 Where an Employee is transferred to lower paid duties by reason of redundancy, the same notice period must be given as the Employee would have been entitled to if the employment had been terminated and RMIT may, at its option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

21.13 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

21.14 On termination of employment due to redundancy the Employee will receive redundancy pay which will be calculated at two weeks per completed year of

continuous service up to a maximum of 20 weeks, or according to the National Employment Standards, whichever is the greater.

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

21.16 For the purpose of calculating redundancy pay under clause 21.14, continuous service refers to employment with RMIT and includes all periods of service in any approved Victorian public sector agency, provided there are no breaks between or within each period other than breaks caused by approved leave, and provided that no special separation payments have been made with respect to any of these periods. Employment with the Commonwealth, other States or local government is not included.

Notice of termination of employment

21.17 Other than in circumstances of redundancy, an Employee's employment (other than a casual Employee) may be terminated by either party giving five weeks' notice in writing or, in the case of RMIT, payment in lieu thereof.

PART 5 – WAGES, CLASSIFICATIONS AND RELATED MATTERS

22. CLASSIFICATION

22.1 The classification structure comprises:

- a) A ‘Senior Educator Class’ consisting of 3 levels (SE1 – SE3) covering 4 streams (Management; Curriculum and Project Design; Industry Consultancy; Teaching); and
- b) A ‘Teacher Class’ consisting of 5 levels (T1 – T5) with 2 incremental points at levels T1 – T4.

22.2 The staff classifications are set out at Schedule 3, and Employees will be classified in accordance with the standards or descriptors set out in that Schedule. The classification structure is represented diagrammatically at Schedule 2.

23. SKILL-BASED CAREER PATH

23.1 In relation to a decision by RMIT concerning the classification or career path of an Employee, the following principles shall apply:

- a) Decisions will be on the basis of merit, taking into account appropriate qualifications and experience and fair and equitable application of key selection criteria.
- b) All Employees will receive fair and equitable treatment in all aspects of personnel management without regard to race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- c) Equal pay will be provided for work of equal value with appropriate consideration being given to the different requirements of various occupational employment categories.

24. INCREMENTAL PROGRESSION

24.1 Subject to this clause 24, within the rates specified in Schedule 1, Employees employed in the Teacher classification shall proceed by annual increment from the minimum to the maximum of the sub-divisional range appropriate to their classification and level on the anniversary of their date of appointment subject to the following:

- a) Progression beyond the first incremental point of the Teacher classification is subject to the Employee possessing the Certificate IV in Training and Assessment or equivalent;

- b) Progression beyond the fourth incremental point of the Teacher classification is subject to the Employee completing a course of teacher training accredited at diploma (Australian Qualifications Framework Level 5) which includes supervised teaching practice and studies in teaching methodology, or equivalent; and
- c) The Employee achieving a satisfactory outcome on the annual review of their performance (see clause 25).

25. PERFORMANCE APPRAISAL

- 25.1 The annual review of an Employee's performance must be conducted as part of the Performance Appraisal system established and in place at the commencement of this Agreement.
- 25.2 The Performance Appraisal system will only be varied following consultation with and agreement of the UCC.
- 25.3 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:
- a) RMIT has counselled the Employee and explained clearly:
 - (i) the requirements that are expected;
 - (ii) how the Employee has failed to fulfill these requirements; and
 - (iii) the consequences of continued or repeated failure to meet these requirements; and
 - b) RMIT has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.
- 25.4 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.
- 25.5 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

26. TEACHER TRAINING

On initial appointment Employees with teaching duties will have access to a short course of induction teacher training. Release to commence the remainder of a recognised teacher training course will occur, for Employees in ongoing employment within twelve months of

appointment, or earlier. Release will occur on a part-time basis. The course would normally be completed within two years.

27. RATES OF PAY

27.1 Employees shall be paid no less than the rate appropriate to their classification as specified in Schedule 1.

27.2 The commencing salary of an Employee shall be determined by RMIT in accordance with Schedule 4.

Pay increases

27.3 Employees will receive the following pay increases:

- a) 3% salary increase to be paid on the first pay period commencing on or after 31 July 2017; and
- b) 2.5% salary increase to be paid on the first pay period commencing on or after 31 July 2018.

Sign-on bonus

27.4 Fixed-term Employees with 12 months service or more and ongoing Employees will receive a sign-on bonus of \$2,000, which will be paid on the first pay period following approval of the Agreement.

27.5 Casual Employees who are engaged in semester 2, 2016, and fixed-term Employees with less than 12 months service, will receive a sign-on bonus of \$1,000, which will be paid on the first pay period following approval of the Agreement.

Superannuation increases

27.6 Fixed-term Employees with 12 months service or more and ongoing Employees are also entitled to increases to employer superannuation contributions, as described, and subject to the conditions set out, in clause 31.

28. ANNUAL LEAVE LOADING

28.1 An annual leave loading of 17.5% of four weeks ordinary time earnings will be paid to full-time Employees.

28.2 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.

28.3 The annual leave loading shall be paid in the last pay in August of each year, or such other date as may be agreed by the UCC at RMIT, in respect of the calendar year 1 July to 30 June.

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

29. SALARY PACKAGING

Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation legislation and RMIT policy in lieu of salary provided that their salary as specified in Schedule 1 shall be used for calculating all benefits or entitlements upon cessation of employment.

30. ALLOWANCES

Higher Duties Allowance

30.1 Where an Employee is required to perform the duties of a promotional position such as a Senior Educator Level for which the remuneration is higher than that of the Employee for a period longer than 1 week, he or she shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed. The Employee shall also receive such time allowances as prescribed in this Agreement that pertain to the role for which she or he is receiving the higher remuneration.

Curriculum time allowances

30.2 Employees involved in courses which meet the following criteria shall receive a time allowance of up to 80 hours per year based on the relative proportion of each type of course taught. Time allowances are to be deducted from the maximum teaching duty hours:

- a) Preparation of classes and assessment of programs which are part of degree programs:
 - (i) 80 hours per year for an Employee whose total teaching is in these programs or a fraction of 80 hours based on the proportion of an Employee's total teaching in these programs (pro rata for part-time Employees).
- b) Teaching programs accredited for the Victorian Certificate of Education:
 - (i) 80 hours per year for an Employee whose total teaching is in these programs or a fraction of 80 hours based on the proportion of an Employee's total teaching in these programs (pro rata for part-time Employees).
- c) Teaching in diploma and advanced diploma programs or equivalent:
 - (i) 80 hours per year for an Employee whose total teaching is in these programs or a fraction of 80 hours based on the proportion of an Employee's total teaching in these programs (pro rata for part-time Employees).

d) Employees involved in courses which meet the following criteria shall receive time allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:

(i) moderation of assessments when required by the accredited program;

(ii) work being subject to formal out-of-class examination;

(iii) preparation of assessment materials for formal out-of-class assessment;

(iv) preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches.

30.3 The maximum curriculum time allowance available to an individual Employee is 80 hours per year.

Heads of department and program coordinators time allowances

30.4 Heads of department shall receive deductions from teaching duty hours ranging from 240 hours to 560 hours per year. Program coordinators shall receive deductions from teaching duty hours of 240 hours per year.

OH&S time allowance

30.5 OH&S representatives shall be released from normal duties or receive time allowances deducted from scheduled duties as required in accordance with the *Occupational Health and Safety Act (Vic.)*.

31. SUPERANNUATION

31.1 Subject to sub-clauses 31.3 and 31.4, RMIT will make employer superannuation contribution payments equivalent to those required by the *Superannuation Guarantee (Administration) Act 1992* [Cth] to a complying superannuation fund for all Employees who are members of an accumulation superannuation scheme regardless of age.

31.2 Where an Employee is a member of a public sector defined benefits superannuation fund, the existing superannuation arrangements shall continue to apply. Should that Employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt out of the scheme's arrangements, RMIT shall apply the arrangements specified in clause 31.1 above to the Employee.

Additional Employer Contributions

31.3 Fixed-term Employees with 12 months service or more and ongoing Employees who are members of an accumulation superannuation scheme (but not Employees who

are members of a public sector defined benefits superannuation fund), shall be entitled to the following additional employer superannuation contribution payments:

- a) 1% increase to take effect from the first pay period commencing on or after the commencement date of the Agreement;
- b) 0.75% increase to be paid on the first pay period commencing on or after 31 July 2017;
- c) 0.75% increase to be paid on the first pay period commencing on or after 31 July 2018 (the **Additional Employer Contributions**).

31.4 The Additional Employer Contributions will be made to the same complying superannuation fund to which existing employer superannuation contribution payments are made, and shall be applied on top of those required by the *Superannuation Guarantee (Administration) Act 1992*.

Opt-Out of Additional Employer Contributions

Existing Employees

31.5 Existing eligible Employees (i.e. eligible Employees employed at the time this Agreement comes into force) will be provided with a one-off opportunity to opt out of the Additional Employer Contributions and instead receive the equivalent amount as part of their salary (the **Superannuation Opt Out Payment**). The opt-out opportunity will be made available by RMIT following commencement of the Agreement.

31.6 An election by an Employee to take the Superannuation Opt Out Payment will be subject to the following conditions:

- a) The one-off election, once made, is not reversible.
- b) The one-off election will apply to each of the Additional Employer Contributions.
- c) The Superannuation Opt Out Payments will be made in line with the payroll cycle and will be treated in the same way as regular salary.

31.7 Existing Employees who are members of a public sector defined benefits superannuation fund will automatically receive the Superannuation Opt Out Payment in lieu of the Additional Employer Contributions.

New Employees

31.8 New ongoing Employees (i.e. who are not yet employed at the time this Agreement comes into force) will also be provided with a one-off opportunity to opt out of any applicable Additional Employer Contributions and instead receive the

Superannuation Opt Out Payment. The opt-out opportunity will be available on commencement of the Employee's employment.

32. OVERALL TOTAL REMUNERATION PACKAGE

32.1 Nothing contained elsewhere in this Agreement shall preclude RMIT and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.

32.2 The overall total remuneration package shall comprise the Agreement salary rate, employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.

32.3 In such cases, the written agreement between RMIT and the Employee will specify:

- a) the period for which the agreement will operate;
- b) the overall total or flat salary and employer superannuation contributions to apply; and
- c) the relevant Agreement clauses that do not apply;

provided that no agreement will be made that permits the leave entitlements of an Employee to be exchanged for monetary remuneration.

32.4 An overall remuneration package shall not disadvantage an Employee when comparing their total remuneration inclusive of employer superannuation contributions with the salary, employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.

32.5 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time shall be provided for RMIT and the Employee to consider the proposal and seek advice.

33. ACCIDENT MAKE-UP PAY

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

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

33.3 If an Employee sustains a personal injury or incapacity which is compensable under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any

predecessor or successor thereto, the Employee shall be paid make-up pay to the Employee's actual rate of pay at the time of sustaining the injury/incapacity for a continuous period of 52 weeks or an aggregate of 52 weeks in respect of a particular injury or incapacity.

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

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

34. REIMBURSEMENT OF EXPENSES

34.1 RMIT shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of her or his authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office ['ATO'] as adjusted from time to time. Where an expense exceeds the relevant ATO amount, RMIT is only required to reimburse at the ATO rate unless prior authorization is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, RMIT shall reimburse the actual amount incurred.

34.2 Allowable expenses include:

- a) traveling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location;
- b) expenses incurred in the use of private motor vehicles; and
- c) any other expenses incurred in the course of the Employee's employment and authorized by RMIT.

34.3 Ordinarily RMIT will provide transport for Employees engaged in authorized work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use her or his private motor vehicle, she or he shall be reimbursed mileage costs subject to obtaining prior approval from RMIT to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometres and type of vehicle.

34.4 In circumstances which warrant it, RMIT may enter an agreement with the Employee to provide comprehensive insurance cover for the private vehicle of an Employee where the Employee is required to use the private vehicle for work.

PART 6 – HOURS OF WORK AND RELATED MATTERS

35. WORKLOAD AND TEACHING HOURS REVIEW

RMIT, the NTEU and the AEU agree that there is a need to review workload, work practices and teaching hour arrangements of Employees. The review will take place in accordance with Appendix 1 to this Agreement.

36. HOURS OF WORK

- 36.1 Employees carry out their professional duties for 38 hours per week.
- 36.2 The span of ordinary hours is from 8.00am to 6.00pm Monday to Friday. However, an Employee's span of ordinary hours may include one night per week beyond 6pm if directed by RMIT. RMIT may not make such a direction where an Employee has primary care responsibilities, in which case agreement of the Employee is required.
- 36.3 Employees shall not be required to work for more than five hours without being allowed a meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one hour. Employees shall not be required to attend during meal breaks. Employees shall be entitled to take their lunch break between the hours of 12.00 midday and 2.00 p.m. and shall be entitled to take an evening meal break between the hours of 5.00 p.m. and 7.00 p.m.
- 36.4 RMIT may direct an Employee to commence work on any day between 6am and 8am Monday to Friday for the purposes of travel to another location. Such time shall be counted as the Employee's ordinary hours and shall be paid at ordinary time. RMIT shall not unreasonably require an Employee with primary care responsibilities for member/s of his/her immediate family or household to commence work between 6am and 8am.

37. ATTENDANCE TIME

- 37.1 Employees who undertake teaching duties are required to attend their work location for 30 hours per week for up to 42 weeks per year and are not required to attend on days when duties are not scheduled. Agreement between RMIT and the Employee is required for attendance beyond these limits. RMIT may only seek such agreement after an Employee has been employed, and then only after providing reasonable time for the Employee to gain advice and make an informed decision.
- 37.2 Where duties are scheduled on the same day, the time between duties shall be deemed to be attendance time except for the meal break specified in this Agreement.
- 37.3 For the period of operation of this Agreement, Employees who translated into promotion positions of Senior Educator in the new classification structure provided by Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003

(AG835152) are entitled to the attendance time requirements they were entitled to prior to 28th June 2004.

37.4 Employees who were/are appointed to promotion positions of Senior Educator on or after 28th June 2004 who undertake teaching duties, shall be entitled to access the attendance time requirements for Employees classified in the Teacher Level 1 — Teacher Level 5 range on a pro rata basis in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full-time Employee.

38. ALLOCATION OF DUTIES

38.1 Within a calendar year, Employees who undertake teaching duties are accountable for 1748 hours of teaching and other duties. This is broken down as follows:

Scheduled duties	
Maximum teaching duties:	800 hours
Other scheduled duties:	160 hours
TOTAL:	960 hours
 Non-scheduled duties:	
Maximum preparation and correction:	400 hours
Other non-scheduled duties:	388 hours
TOTAL:	788 hours
 TOTAL allocated hours:	 1748
 Annual leave:	 152 hours
Public holidays:	76 hours

38.2 Within the 1748 accountable hours, the maximum **scheduled duties** shall be 960 hours per year (pro-rata for part-time or employment for less than the full teaching year).

38.3 Within the 960 scheduled duties, the maximum **teaching duty hours** shall be 800 hours per year (pro-rata for part-time or employment for less than the full teaching year), and the remainder of 160 hours shall be **Other scheduled duties**.

38.4 **Teaching duties** include:

- a) practical placement field teaching visits where practical placement is required by the accredited course;
- b) curriculum time allowances; and
- c) program coordinator and head of department time allowances.

38.5 **Other Scheduled duties** include:

- a) the OH&S time allowance as detailed in clause 30.5;
- b) a minimum of 30 hours per year of professional development, including retraining and industrial release opportunities;
- c) duties temporarily assigned to an Employee to cover the absence of an Employee. Such duties shall comprise a maximum of 24 hours per year within which no more than three per fortnight can be required to be performed.

38.6 Teaching duty hours shall be further reduced when scheduled duties other than teaching duty hours exceeds 160 hours per year.

38.7 Consultation and agreement of an Employee undertaking teaching duty hours is required for any allocation of more than 21 hours of teaching duties or more than 26 hours of scheduled duties in any one week, provided that an Employee shall not unreasonably refuse RMIT's request to perform an allocation of more than 21 hours of teaching duty or more than 26 hours of scheduled duties in anyone week.

38.8 Any agreement under sub-clause 38.7 above must not provide for more than an average of 21 teaching duty hours or 26 scheduled duties per week over a semester.

38.9 Duties shall be scheduled for periods of not less than four weeks (**the roster period**). An Employee's attendance pattern within the roster period may only be varied with the agreement of the Employee concerned. Allocations shall be made no less than two weeks prior to the commencement of each roster period.

38.10 The provisions of sub-clause 38.9 shall not apply to the first four weeks of a teaching program in the first semester of each year.

38.11 Where classes are cancelled by RMIT, two weeks notice of cancellation shall be provided to the Employee. Where two weeks notice is not given, hours allocated for classes cancelled by RMIT will be deemed to have been taught.

38.12 Subject to sub-clause 38.13, Employees on approved leave other than sick leave or annual leave shall be deemed to have performed four hours of teaching duty and 0.8 hours of other scheduled duties for each day of leave.

38.13 Deemed duties pursuant to sub-clause 38.12 shall not be used for the purpose of calculating excess hours payments under clause 40.

38.14 Teaching duty hours and other scheduled duties allocated on days approved as sick leave shall be deemed to have been performed.

38.15 The provisions of this clause shall apply to Employees classified as Senior Educators who undertake teaching duties, on the basis that time requirements (and

relevant time allowances) are applied on a pro-rata basis in proportion to their teaching duties.

39. WORKING OUTSIDE THE SPAN OF ORDINARY HOURS

39.1 An Employee may be requested to perform scheduled duties as part of their ordinary hours of work outside the span of ordinary hours of duty as set out in clause 36.2.

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

39.3 Subject to prior approval for the work to be performed, Employees shall be paid a loading for ordinary hours of work required to be performed outside the span of ordinary hours of duty as follows:

- a) For each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate shall be paid.
- b) For each hour worked on a Monday to Saturday after 10pm, a loading of 75%.
- c) For each hour worked on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.
- d) For each hour worked on a public holiday, a loading of 250% of the ordinary hourly rate shall be paid.

39.4 Notwithstanding clause 39.3, where the duties performed outside the span of ordinary hours are excess teaching duty hours as described in clause 40, the relevant rate under clause 40 shall apply.

40. HOURS AND RATES FOR EXCESS TEACHING

40.1 An Employee undertaking teaching duties (including a part-time Employee) shall be paid for excess teaching duty hours in accordance with this clause.

40.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the Employee concerned, provided that an Employee shall not unreasonably refuse RMIT's request to perform excess teaching duties. In determining whether RMIT's request is reasonable or an Employee's refusal is unreasonable, the principles of the criteria outlined below will be considered:

- a) any risk to the Employee's health and safety from working the additional hours;
- b) the Employee's personal circumstances, including family responsibilities;
- c) the needs of the workplace or enterprise in which the Employee is employed;

- d) whether the Employee is entitled to receive excess teaching duty hours payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e) the notice (if any) given by RMIT of any request or requirement to work the additional hours;
- f) the notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- g) the usual patterns of work which the Employee works;
- h) the nature of the Employee's role, and the Employee's level of responsibility;
- i) any other relevant matter.

40.3 Excess teaching duties paid in accordance with this clause will not be counted towards the annual teaching load.

40.4 Excess teaching duties occur where the Employee performs teaching duties in excess of:

- a) the limit in the roster allocated by RMIT in accordance with clause 38.9 of this Agreement; or
- b) 800 hours an annum.

Rates for working excess teaching hours

40.5 The following rates for excess hours shall be paid:

a) **Monday to Saturday inclusive except for public holidays**

At the rate of time and a half (150%) of the ordinary hourly rate for the first two excess hours on each day and double time (200%) thereafter.

b) **Sunday**

In all cases except public holidays at the rate of double time (200%) of the ordinary hourly rate.

c) **Public holiday**

A rate of double time and a half (250%) of the ordinary hourly rate, for work performed on a public holiday.

- 40.6 Payment for excess hours shall be made in the next available pay period after a claim for payment is made, provided that an Employee may make a written request for payment in advance for excess teaching duty hours that are scheduled to be undertaken over a semester or a year in accordance with clause 40.2 above. In accordance with the written request, RMIT may approve that such payment would be included as a part of the Employee's fortnightly salary. RMIT may deduct, from the Employee's salary and/or termination of employment entitlements, any payments made under this clause for planned excess teaching duty hours that are not actually performed.
- 40.7 Where excess teaching duty hours occur outside the span of ordinary hours as described in clause 39, the relevant rate under this clause 40 shall apply.
- 40.8 Where excess teaching duty hours are performed by part-time Employees on days outside they are employed to attend, then such hours will be paid at the rates in clause 40.5 above.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

41. PARENTAL LEAVE

Application

41.1 Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if:

- a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's Spouse; or
 - (ii) the placement of a child with the Employee for adoption; and
- b) the Employee has or will have a responsibility for the care of the child.

Definitions

41.2 For the purposes of this clause:

- a) **Eligible Casual Employee** means a casual Employee:
 - (i) employed by RMIT on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by RMIT on a regular and systematic basis.
- b) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 12 months as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse;

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

- c) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else following the birth or placement. Only one person can be a Child's primary caregiver. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- d) **Secondary Caregiver** means a person who has a parental responsibility for the care of the Child but is not the Primary Caregiver.
- e) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee

41.3 Summary of Parental Leave Entitlements:

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks (Except for adoption related leave where the Child is more than 12 months old, where the entitlement is 6 weeks)	Up to 38 weeks (Except for adoption related leave where the Child is more than 12 months old, where the entitlement is up to 46 weeks)	52 weeks
Eligible casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	1 week	Up to 51 weeks	52 weeks
Eligible casual Employee	0	Up to 52 weeks	52 weeks

Parental Leave – Primary Caregiver

41.4 An Employee who has, or will have, completed at least twelve months paid continuous service and who will be the Primary Caregiver at the time of the birth of their Child, is entitled to up to 52 weeks parental leave, comprising:

- a) 14 weeks paid parental leave; and
- b) up to 38 weeks unpaid parental leave.

41.5 An Employee who has, or will have, completed at least twelve months paid continuous service and who will be the Primary Caregiver at the time of the adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

- a) 14 weeks paid parental leave; and
- b) up to 38 weeks unpaid parental leave.

Notwithstanding sub-clauses 41.5 (a) and (b) above, where the Child is, or will be, at the day of placement, or the expected day of placement, more than 12 months old (but under 16 years of age), the Employee is entitled to up to 6 weeks paid parental leave and up to 46 weeks unpaid parental leave.

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

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

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

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

Parental Leave — Secondary Caregiver

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

- a) 1 week paid parental leave; and
- b) up to 51 weeks unpaid parental leave.

- 41.10 An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- 41.11 Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- 41.12 An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

Continuing to work while pregnant

- 41.13 RMIT may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
- a) continues to work within a six week period immediately prior to the expected date of birth of the child; or
 - b) is on paid leave under clause 41.16.
- 41.14 RMIT may require the Employee to start parental leave if the Employee:
- a) does not give RMIT the requested certificate within seven days of the request; or
 - b) gives RMIT a medical certificate stating that the Employee is unfit to work.

Transfer to a Safe Job

- 41.15 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- 41.16 If there is no safe job available, the Employee is entitled to take paid no safe job leave, or RMIT may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
- a) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- 41.17 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.
- 41.18 An Employee who has not, or will have not, completed at least twelve months paid continuous service is entitled to take unpaid no safe job leave as set out in the National Employment Standards.

Special Parental Leave

- 41.19 An Employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage or otherwise terminates other than by the birth of a living child, shall be entitled to the following leave for such periods as a registered medical practitioner certifies as necessary:
- a) special parental leave not exceeding the amount of paid parental leave available under clause 41.4; and
 - b) unpaid special parental leave thereafter, up to a maximum aggregate of 52 weeks.

Notice and evidence requirements

- 41.20 An Employee must give at least 4 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
- a) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
 - b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 41.21 RMIT may require the Employee to provide evidence which would satisfy a reasonable person of:
- a) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - b) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be either under 12 months or under 16 years of age as at the day of placement or expected day of placement.
- 41.22 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

Commencement of parental leave

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

- 41.24 In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- 41.25 Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- 41.26 RMIT and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- 41.27 Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

Single period of parental leave

- 41.28 Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

Employee Couple – Concurrent Leave

- 41.29 Two Employees covered by this Agreement may take up to eight weeks concurrent leave (whether paid or unpaid) in connection with the birth or adoption of their Child.
- 41.30 Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
- 41.31 Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless RMIT otherwise agrees.

Parental Leave and Other Entitlements

- 41.32 An Employee may access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed pursuant to a request under clause 41.40.
- 41.33 Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and RMIT will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- 41.34 Unpaid parental leave shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.
- 41.35 An Employee (including one who has not, or will have not, completed at least twelve months paid continuous service) is entitled to up to 2 days of unpaid pre-adoption leave as set out in the National Employment Standards.

Keeping in touch days

- 41.36 During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- 41.37 Keeping in touch days must be agreed and be in accordance with section 79A of the *Fair Work Act 2009* (Cth).

Extending parental leave

Extending the initial period of parental leave

- 41.38 An Employee who is on an initial period of parental leave of less than 52 weeks, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- 41.39 The Employee must notify RMIT in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

Right to request an extension to parental leave

- 41.40 An Employee who is on parental leave may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current aggregate 52 week period of parental leave.
- 41.41 In the case of an Employee who is a member of an employee couple (i.e. both Employees are covered by this Agreement), the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
- 41.42 The Employee's request must be in writing and given to RMIT at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
- 41.43 RMIT shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- 41.44 RMIT must not refuse the request unless RMIT has given the Employee a reasonable opportunity to discuss the request.
- 41.45 RMIT must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal

Total period of parental leave

- 41.46 The total period of parental leave, including any extensions, must not extend beyond 24 months.
- 41.47 In the case of an employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to unpaid parental leave under clause 41.4(b), 41.5(b) or 41.9(b) will reduce by the period of any agreed extension taken by a member of the couple under clauses 41.38 or 41.40.

Commonwealth Paid Parental Leave

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

Returning to Work

Returning to work early

- 41.49 During the period of parental leave an Employee may return to work at any time as agreed between RMIT and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 41.50 In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify RMIT immediately and RMIT will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

Returning to work at conclusion of leave

- 41.51 At least twelve weeks prior to the expiration of parental leave, or a lesser period if accepted by RMIT, the Employee will notify RMIT of their return to work after a period of parental leave.
- 41.52 Subject to clause 41.53 below, an Employee will be entitled to resume work on the same time fraction and on his or her substantive classification and salary as applied at the commencement of the leave, with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed prior to the taking of the leave. In the case of an Employee transferred to a safe job, the provisions of this clause 41.52 will apply to the position held immediately before the transfer.
- 41.53 Notwithstanding clause 41.52 above, where on returning to work, the Employee's former position no longer exists and there are other positions available for which the Employee is qualified and capable of performing, RMIT must make available to the Employee a position comparable to that of the former position.

Returning to work at a reduced time fraction

- 41.54 To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
- 41.55 Where an Employee wishes to make such a request, the request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 41.56 RMIT shall consider any such request, having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and impact on customer service.

Consultation and Communication during Parental Leave

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

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

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

41.59 The Employee shall also notify RMIT of changes of address or other contact details which might affect RMIT's capacity to comply with clause 41.57 above.

Replacement Employees

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

41.61 It is agreed that the limitation in clause 18.1 on the use of fixed-term employment to replace the Employee does not apply in this case.

Casual Employees

41.62 RMIT must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of RMIT in relation to engagement and re engagement of casual Employees are not affected, other than in accordance with this clause.

42. PERSONAL/CARER'S LEAVE

42.1 The provisions of this clause apply to full time and part time Employees. See clauses 42.16 – 42.19 for casual Employees' entitlements.

Entitlement to paid personal/carer's leave

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

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

42.3 On appointment, an Employee shall be entitled to a credit of fifteen days (114 hours) personal leave. Upon the completion of the first year of service, personal leave shall accrue progressively during the second and subsequent years of service, according to the Employee's ordinary hours of work. Employees' unused personal/carer's leave accumulates from year to year.

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

42.5 The term "immediate family" includes:

- a) Spouse (including a de facto partner) or former spouse of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former de facto partner; and
- b) child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee (or former spouse or de facto partner).

42.6 The term "immediate family" also includes a person with whom an Indigenous Employee has an equivalent Indigenous kin relationship to those set out in clause 42.5 above.

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

Recognition of cumulative personal/carer's leave credits from prior employment

42.8 The University shall recognise the cumulative personal leave credits from the immediate prior employment at any of the following authorities or institutions:

- a) another Victorian TAFE Institute or University; or
- b) a Victorian state primary school or state secondary college; or
- c) the Public Service of Victoria; or
- d) a public entity as defined by section 5 of the Public Administration Act 2004 (Vic.) or its successor.

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

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

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

Notice and evidence requirements

42.11 Where practicable an Employee shall within three hours of the commencement of the taking of personal/carer's leave inform RMIT of his/her inability to attend for duty and as far as practical state the estimated duration of absence. An Employee shall prove to the satisfaction of RMIT that the inability to attend for duty was due to such illness or injury or the need to care for an ill or injured immediate family or household member on the day or days for which personal leave is claimed. The provision of a medical certificate from a registered health practitioner with respect to such illness or injury shall be taken to satisfy the requirements of this clause providing that where the absence is due to the need to care for an ill or injured immediate family or household member, the medical certificate must state that the illness or injury is such as to require care by the Employee.

42.12 An Employee shall not be required to provide a medical certificate for five days of absence in a calendar year. Provided that RMIT may require a certificate for absences in excess of three or more consecutive days.

42.13 Continuous personal leave with pay shall not be granted to an Employee for any period exceeding thirteen weeks unless an agreed registered health practitioner certifies that the leave is necessary.

42.14 Where an Employee is continuously absent from duty because of personal illness beyond a period of thirteen weeks, the Employee may not be permitted by RMIT to return to duty until the nominated registered health practitioner certifies fitness to return to duty.

Unpaid carer's leave

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

Casual Employees

- 42.16 Casual Employees are entitled to be unavailable to attend work or to leave work for each occasion when they need to care for a member of their immediate family or household who require care or support because of a personal illness or a personal injury affecting the member, or due to an unexpected emergency affecting the member.
- 42.17 RMIT and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be unavailable to attend work for up to two (2) days on each occasion as defined above. The casual Employee is not entitled to any payment for the period of non-attendance whilst taking unpaid carer's leave.
- 42.18 RMIT will require the casual Employee to provide satisfactory evidence to support the taking of this leave.
- 42.19 RMIT must not fail to re-engage a casual Employee because the Employee has accessed leave in accordance with clauses 42.16 – 42.18 above. The rights of RMIT in relation to engagement and re engagement of casual Employees are not affected.

43. COMPASSIONATE LEAVE

- 43.1 Employees are entitled to two (2) days' compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:
- a) contracts or develops a personal illness
 - b) that poses a serious threat to his or her life;
 - c) sustains a personal injury that poses a serious threat to his/her life; or
 - d) dies (in which case, notwithstanding the above, an employee is entitled to three (3) days' compassionate leave).
- 43.2 For the avoidance of doubt, any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- 43.3 Such leave does not have to be taken consecutively.
- 43.4 RMIT will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.
- 43.5 An Employee, other than a casual Employee, will be granted compassionate leave in accordance with this clause without loss of pay.
- 43.6 For casual Employees, compassionate leave is unpaid leave.
- 43.7 An Employee may take unpaid compassionate leave or be granted additional leave with or without pay by agreement with RMIT.

44. COMMUNITY SERVICE LEAVE

Jury Service

44.1 An Employee required to attend for jury service under the *Juries Act 2000 (Vic)* is entitled to leave at the ordinary rate of pay for the period during which his or her attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.

Leave to Engage in Voluntary Emergency Management Activities

44.2 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to be absent from his or her employment, including for up to 38 hours paid leave for:

- a) time when the Employee engages in the activity;
- b) reasonable travelling time associated with the activity;
- c) reasonable rest time immediately following the activity;
- d) and the Employee's absence is reasonable in all the circumstances.

44.3 The Employee must advise RMIT as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise RMIT of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by RMIT.

44.4 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

44.5 The Employer may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.

Defence Reserve Leave

44.6 Leave of absence without loss of pay may be granted for two weeks in any year to an Employee who is a member of the Defence Reserves (as defined in the *Defence Reserve Service (Protection) Act 2001 (Cth)*) for the purpose of attending annual training and a further four days a year for the same purpose on the certification of the Commanding Officer of the particular Defence Reserve service unit concerned.

44.7 Applications for paid Defence Reserve leave shall be submitted for approval to RMIT and satisfactory evidence of attendance at the annual training, shall be forwarded on resumption of duty.

45. LONG SERVICE LEAVE

Basic Entitlement

45.1 An Employee is entitled to 13 weeks' long service leave with pay on completing ten years of continuous employment (as defined in section 62 of the *Long Service Leave Act 1992 (Vic)*) with RMIT, and at the rate of 1.3 weeks for every additional year of service thereafter, provided that service with previous employers of the

Employee, as provided in clauses 45.9 – 45.11, shall be recognised for the purpose of determining the long service leave entitlements of the Employee.

45.2 An Employee who is a part-time Employee is entitled to long service leave on a pro rata basis calculated on the number of ordinary hours worked over the period of continuous employment with RMIT.

45.3 An Employee's service with previous employer/s, as provided in clauses 45.9 – 45.11, shall count as service for the purpose of satisfying the time requirement in clauses 45.1 and 45.2 above.

Meaning of continuous employment for casual Employees

45.4 For the purposes of this clause, a reference to continuous employment in respect of a casual Employee has the same meaning as defined in section 62A of the *Long Service Leave Act 1992* (Vic).

Pro-rata access

45.5 An Employee is entitled to access their long service leave entitlement, on a pro-rata basis, after seven years of continuous employment with RMIT.

Payment of outstanding entitlement on termination

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

- a) The employment of the employee terminates after seven years' or more service;
- b) After four years' service with RMIT the Employee:
 - (i) is retrenched;
 - (ii) retires on the grounds of age or ill health; or
 - (iii) dies.

Public Holidays During Leave

45.7 Where a Public Holiday occurs during a period of long service leave granted to an Employee, the Public Holiday is not to be regarded as part of the long service leave and RMIT will grant the Employee a day off in lieu.

Time of Taking Leave

45.8 Long service leave shall be taken at a mutually agreeable time having regard to the operation of RMIT, provided that a request for leave shall not be unreasonably refused.

Recognised Service

45.9 Subject to clause 45.11, for the purpose of determining an Employee's entitlement to long service leave employment at any of the following authorities or institutions shall count as service:

- a) Another Victorian TAFE Institute or University; or
- b) A Victorian state primary school or state secondary college; or
- c) The Public Service of Victoria; or
- d) A public entity as defined by section 5 of the Public Administration Act 2004 (Vic) or its successor; or
- e) Any other previous employer as may be agreed between the Employee and RMIT at the time of the Employee's appointment.

45.10 An Employee shall be entitled to have service with previous employers of the Employee as provided in clause 45.9(a) recognised for the purpose of determining the long service entitlement of the Employee provided that:

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

45.11 For the purpose of determining an Employee's entitlement to long service leave, the following shall not count as service:

- a) Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an Employee has an entitlement to payment in lieu by a previous employer, provided that for the purpose of satisfying the time requirement in clauses 45.1 – 45.2 such service shall be recognised;
- b) Any period of service with an authority or institution specified in clause 45.9(a) which preceded a break of more than twelve months in the Employee's continuous employment.

Payment for Leave

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

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

- b) has been other than constant – the leave shall be paid at a rate of pay based on the Employee’s mean average fraction calculated over the total period of service;
- c) consists of both full-time and part-time service – the leave shall be paid at the rate proportional to the amount of such full-time and part-time service.

45.13 In all cases the Employee may elect to convert all or part of the period of long service leave entitlement to double the period, by taking leave on half pay.

46. PUBLIC HOLIDAYS

46.1 Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

- a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen’s Birthday, Labour Day and Melbourne Cup Day and any other declared Victorian public holiday (e.g. the Friday before the AFL Grand Final).
- b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- d) When New Year’s Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- e) When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- f) Any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament.

46.2 RMIT and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee. RMIT shall advise the union in writing within seven days of any such agreement.

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

47. ANNUAL LEAVE

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

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

47.3 Annual leave shall be taken within fifteen months of being accrued unless otherwise agreed by the Employee and RMIT.

- 47.4 Annual leave, including leave taken in excess of the leave credits accrued, shall be taken at a mutually agreeable time having regard to the operation of RMIT, provided that a request for leave including a request for leave of four weeks duration or for single day absences not exceeding, in aggregate, 10 days per annum, shall not be unreasonably refused.
- 47.5 Annual leave not taken in accordance with clause 47.3 shall be paid in full to the Employee upon expiration of the Employee's employment.
- 47.6 Notwithstanding clauses 47.1 and 47.2, if an Employee's employment is terminated and that Employee has taken more paid annual leave than would have been accrued at the rate of twenty days per year, RMIT may recoup the amount of paid annual leave in excess of the leave accrued.

48. DOMESTIC VIOLENCE LEAVE

- 48.1 RMIT recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work and is committed to providing support to staff that experience family violence. Within the life of the agreement, RMIT will develop guidelines which detail appropriate action to be taken in the event that an Employee reports family violence.
- 48.2 If an Employee has requested assistance, and subject to that Employee providing proof, the Employee will have access to 20 days per year of paid special leave (under clause 54) for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave).
- 48.3 RMIT will also refer the Employee to the Employee Assistance Program and consider any request made by the Employee for:
- a) other paid or unpaid leave;
 - b) changes to the Employee's span of hours or pattern of hours and/or shift patterns;
 - c) job redesign or changes to duties;
 - d) relocation to suitable employment within RMIT;
 - e) a change of telephone number or email address as appropriate;
 - f) any other appropriate measure including those available under existing family friendly and flexible work arrangements.
- 48.4 Proof of a family violence situation is required and can be in the form of an agreed document issued by the Police, a Court, a doctor, a District Nurse, a Maternal and Health Care Nurse, a Family Violence Support Service or lawyer. This information will be treated similarly to sensitive medical information and confidentiality maintained accordingly.

49. SABBATICAL LEAVE

- 49.1 On application, RMIT may grant an Employee sabbatical leave of one year every five years on 80% salary subject to the Employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with RMIT covering the terms and conditions of the sabbatical leave.
- 49.2 Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.
- 49.3 Sabbatical Leave shall count as service for all purposes.

50. STUDY LEAVE

- 50.1 An Employee may be granted study leave or industry release in accordance with RMIT policy to obtain formal qualifications and skills that are directly related to progression through the skill-based career path. Such leave may be granted on a paid or unpaid basis.
- 50.2 Applications for such Leave shall not be unreasonably refused.

51. INDUSTRIAL TRAINING LEAVE

- 51.1 Employees shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to a better understanding of the dispute resolution provisions of this Agreement.
- 51.2 Applications for such Leave must be approved prior to the taking of Leave. Such applications will not be unreasonably refused providing:
- a) The application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and
 - b) The release of the Employee does not cause undue inconvenience to RMIT.
- 51.3 Leave granted under this clause:
- a) Shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;
 - b) May include any necessary traveling time in normal working hours immediately before or after the activity or course; and
 - c) Shall count as service for all purposes.
 - d) An Employee granted Leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

52. COURT ATTENDANCE

- 52.1 An Employee under a subpoena, summons or order, shall be entitled to attend the relevant Court or Tribunal as part of their official duties, without loss of pay.
- 52.2 To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the Employee has attended the court.

53. RELIGIOUS AND CULTURAL LEAVE

- 53.1 RMIT will recognise the established religious and cultural obligations, practices and activities of its Employees.
- 53.2 An Employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations and is not limited to Aborigines and Torres Strait Islanders.
- 53.3 Such leave shall be without pay and for up to 10 days per annum.
- 53.4 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations. These include but are not limited to: preparing for and attending community business; National Aboriginal and Islander Observation Committee Week functions; National Sorry Day and/or other relevant cultural duties and events; and fulfilling ceremonial and community obligations. Accordingly, Aboriginal and Torres Strait Islander staff will be granted an additional six days per year paid leave for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people. Additional paid special leave may be approved by RMIT as agreed with the Employee.
- 53.5 Applications for Leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

54. SPECIAL LEAVE

- 54.1 Subject to the operational requirement of RMIT, RMIT may grant an Employee such other leave with or without pay and on such terms and conditions as agreed between RMIT and the Employee.
- 54.2 The granting of leave under this clause where an Employee has accrued but not taken annual leave credits, shall be at RMIT's discretion.

APPENDIX 1 – WORKLOADS AND TEACHING HOURS: REVIEW

1. The RMIT, the NTEU and the AEU agree that there is a need to review workload, work practices and teaching hour arrangements of Employees, noting that current recognised workloads generally range from 16 teaching duty hours up to the cap of 21 teaching duty hours per week.
2. There will be no change to how teaching duty hours or workloads are currently allocated to Employees, unless agreed with an individual Employee.
3. The framework for the review will include the establishment of:
 - School Reference Groups (**SRGs**) on a school-by-school basis, comprised of appropriate expertise from within each school; and
 - a Review Working Group (**RWG**), comprised of equal RMIT, NTEU and AEU representatives (4 from each party). An appropriately qualified person will be appointed by RMIT to be the Chair of the RWG.
4. The review will be established within one month of this Agreement commencing operation (and no later than the end of February 2017), and will operate only until the nominal expiry date of this Agreement, unless the parties agree to extend the period of review.
5. RMIT will provide resources and support for the effective operation of the review, including the SRGs and RWG, and will ensure the timely implementation of initiatives which come out of the review.
6. Staff will be consulted on and have the opportunity to discuss any review proposals to address workload and teaching hours.

Purpose of the School Reference Groups

7. The SRGs will gather information on the issues raised by Employees as having a significant impact on their workloads and facilitate effective consultation. Those issues include but are not limited to:
 - impact of workload created through increasing compliance and administration;
 - changing demographic of the students and in particular their expectations;
 - timetabling and allocation of resources;
 - use of casual teachers (including types of work being performed);
 - course co-ordination; and
 - work-related overseas travel.

Purpose of the RWG

8. The RWG will:

- monitor the work being undertaken across the schools and the progress being made;
 - act as a forum to discuss the issues raised by the schools and enable input from all parties; and
 - review and monitor the outcomes.
9. The RWG will meet on a monthly basis, but may meet more frequently as necessary by agreement of the members.
10. A draft agenda will be circulated to members of the RWG prior to the scheduled time of the next meeting.

SCHEDULE 1 – SALARIES

Ongoing and fixed-term Rates of Pay

Employees shall be paid the salary appropriate to their classification as set out in the table below:

Classification	Salary upon Commencement Date (inclusive of July 2016 2.5% increase)	Salary on first full pay period following 31 July 2017 (3% increase)	Salary on first full pay period following 31 July 2018 (2.5% increase)
T1.1	\$53,432	\$55,035	\$56,411
T1.2	\$57,407	\$59,129	\$60,607
T2.1	\$62,282	\$64,150	\$65,754
T2.2	\$66,138	\$68,122	\$69,825
T3.1	\$67,519	\$69,545	\$71,283
T3.2	\$72,572	\$74,749	\$76,618
T4.1	\$74,489	\$76,724	\$78,642
T4.2	\$79,262	\$81,640	\$83,681
T5	\$85,613	\$88,181	\$90,386
SE1	\$88,305	\$90,954	\$93,228
SE2	\$90,997	\$93,727	\$96,070
SE3	\$93,689	\$96,500	\$98,912

Casual Rates of Pay

Casual Employees shall be paid the rates as set out in the tables below.

The listed 'Hourly Rates upon Commencement Date' include the 2.5% increase which took effect in July 2016.

1. Casual Employee Teaching Rate per Teaching Duty Hour (TDH) (other than teaching in an Associate Degree program)

	Hourly Rate upon Commencement Date	Hourly rate on first full pay period following 31 July 2017 (3% increase)	Hourly rate on first full pay period following 31 July 2018 (2.5% increase)
Diploma qualified and above	\$67.57	\$69.60	\$71.34
Non-Diploma qualified	\$65.02	\$66.97	\$68.64

2. Casual Employee Teaching Rate per Teaching Duty Hour (TDH) in an Associate Degree program

	Hourly Rate upon Commencement Date	Hourly rate on first full pay period following 31 July 2017 (3% increase)	Hourly rate on first full pay period following 31 July 2018 (2.5% increase)
Lecture - including one hour of delivery, and two hours associated working time	\$127.84	\$131.68	\$134.97
Repeat Lecture – including one hour of delivery, and one hour associated working time	\$85.22	\$87.78	\$89.97

Tutorial – including one hour of delivery, and two hours associated working time	\$99.75	\$102.74	\$105.31
Repeat Tutorial – including one hour of delivery, and one hour associated working time	\$66.50	\$68.50	\$70.21

3. Casual Employee Non-Teaching Rate per Duty Hour

	Hourly Rate upon Commencement Date	Hourly rate on first full pay period following 31 July 2017 (3% increase)	Hourly rate on first full pay period following 31 July 2018 (2.5% increase)
Non-Teaching Duty Hour (TDH)	\$55.79	\$57.46	\$58.90

SCHEDULE 3 – CLASSIFICATION STANDARDS

General Classification Context and Task Level for Teachers and Senior Educators

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

- Work within the University policies, procedures and other legislative/regulatory requirements.
- Select and deliver appropriate teaching and learning materials.
- Develop and modify appropriate teaching and learning materials.
- Facilitate and assess the learning process of students in a range of contemporary vocational educational settings.
- Determine the training needs of commercial clients.
- Maintain accurate records of student, progress and assessment in accordance with established policies and procedures.
- Prepare and maintain teaching and learning resources.
- Supervise and monitor student progress.
- Liaise with the University students, New Apprenticeship Centres and other institutions as appropriate to ensure the establishment of strong co-operative arrangements.
- Undertake administrative duties directly related to the teaching function, including the utilisation of University systems.
- Participate in meetings and other activities relevant to the role of the position and the organisational area.
- Participate in networks beyond the University. Participate in professional development.
- Provide pre-course advice to students and participate in student selection and induction.

Teacher Classification (T 1 to T 5)

Classification Context and Task Level

The Teacher classification encompasses duties and requirements applicable to new entrants into the University's teaching workforce and to experienced Teachers.

Teachers classified as Teacher Level 1 will generally be under close supervision and guidance of a Teacher Level 2 or above and their focus will generally be on working with students in a direct teaching role. The teaching function will develop with experience and more highly developed skills and knowledge.

As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing education programs. They assist Senior Educators in a range of activities associated with the effective operation of education programs.

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

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

Typical Functions

- Assist others with program related administrative tasks.
- Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials.
- Provide assistance with staff induction.
- Provide advice and guidance within areas of specialist expertise. Assist in providing advice with team developmental needs.
- Assist with counselling.
- Assist with staff selection.
- Determine instructional strategies.
- Coordinate student resources.
- Customize units and courses as appropriate to meet client needs.
- Liaise as appropriate with specialist inter Training Provider networks and learning communities.
- Conduct teaching programs.
- Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning.
- Assist with diagnosing learning difficulties and identifying appropriate teaching strategies.
- Assist in relation to the establishment, maintenance and review of teaching programs.

Judgement, Problem Solving, Accountability and Extent of Authority

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

Organisational Relationships and Impact

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

Specialist Skills and Knowledge

- Research, develop and improve curriculum and teaching and learning methods.
- Develop teaching and learning strategies and materials.
- Conduct student entry level assessment.
- Research and prepare own teaching materials and for utilization across the University.
- Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources.
- Develop leadership and mentoring skills.
- Develop project and or research skills.
- Moderate validation of outcomes.
- Develop curriculum and/or consultative duties as appropriate.
- Package accredited courses as identified.
- Develop and design courses.

General Background to Senior Educator Classifications

The Senior Educator class covers the following streams:

- Management;
- Curriculum/Project Design and Support Service
- Industry consultancy
- Teaching

Definitions:

Co-ordinate: To bring into common action; to harmonise; to integrate.

Supervise: To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance; to superintend.

Manage: To administer, supervise and coordinate staff and resources and achieve a predetermined outcome.

Lead: To lead or direct a course or in the direction of; to channel, to direct the operations of.

Senior Educator 1 Classification

Classification Context and Task Level

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

In addition to the provisions outlined in the descriptors for "General Context and Task Level for Teachers and Senior Educators" and the "Teacher Classification (T1 to T5)", the requirements and typical functions of a Senior Educator 1 are consistent with the following:

Typical Functions

- Coordinate and supervise resources.
- Manage a team of staff.
- Manage the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training.
- Induct staff.
- Coordinate administrative requirements.
- Produce tenders and submissions in conjunction with other Senior Educators and Teachers.
- Manage training needs analysis and skills audits for clients.
- Provide specialist skills as appropriate within the University, and the wider community in Victoria, nationally or internationally.
- Apply counselling skills as appropriate.
- Conduct action-based research and prepare briefing papers on curriculum, teaching or management services as appropriate.
- Maintain program operations data as per audit requirements.
- Ensure graduation candidates are verified.
- Ensure student results are completed.
- Develop individualised self-paced learning materials.
- Develop and implement assessment systems.

Judgement, Problem Solving, Accountability and Extent of Authority

- Knowledge of problem solving strategies.
- Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies.
- Establish timetables/timelines.
- Identify, negotiate and manage resource requirements.
- Plan and implement/coordinate programs/projects.
- Responsible for discretionary decision making relative to delegated budget.

Organisational Relationship and Impact

- Contribute to the development of University-wide educational and administrative policies and procedures.
- Provide advice and make submissions to internal and external stakeholders.
- Provision of professional advice and assistance to teaching staff and clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners and the community. The work may involve contractually negotiated industry, public sector, and community-based programs.
- Provide high-level professional advice and assistance to teaching staff and University clients.
- Represent the University or the Vocational Educational system to external bodies.

Specialist Skills and Knowledge

- Knowledge of conflict resolution skills.
- Knowledge of negotiation strategies.
- Demonstrated highly developed teaching skills.
- Extensive knowledge and demonstrated skill of at least one teaching area.
- Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role.
- Keep abreast of and advise on current and emerging education trends.
- Develop effective processes for the evaluation and validation of programs, systems and structures within or external to vocational education.
- Develop and maintain quality control systems.
- Apply research, analytical and innovative skills.
- Apply extensive knowledge and experience in specialist expertise area/s.

Senior Educator 2 Classification

Classification Context and Task Level

Employees appointed to positions at this classification:

- Manage the educational and/or business activities and/or services of a large and complex organisational unit or units.
- Play a major role with senior representatives of associated client groups and other key stakeholders.
- Undertake a highly developed educational leadership role requiring extensive management and/or teaching skills.

In addition to the provisions outlined in the descriptors for "General Context and Task Level for Teachers and Senior Educators" and the "Teacher Classification (T1 to T5)", and the "Senior Educator 1 Classification", the requirements and typical functions of a Senior Educator 2 are consistent with the following:

Typical Functions

- Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients.
- Manage recruitment and selection of staff.
- Manage induction process.
- Provide support and mentoring to team.
- Assist staff to identify professional development opportunities.
- Provide staff coaching and counselling.
- Propose and implement a range of programs/courses for future delivery together with other Senior Educators and Teachers.
- Examine and make recommendations on alternative flexible delivery strategies.
- Initiate project development.
- Provide advice on improvements to records management systems.

Judgement, Problem Solving, Accountability and Extent of Authority

- Well developed problem solving skills.
- Manage resources and a team of staff providing services to students/commercial clients.
- Manage a functional or specialist area of delivery.
- Ability to lead and manage teaching programs.
- Operate within operational autonomy.
- Manage a budget.
- Provide necessary resources for program maintenance and development.
- Provide advice to management on costing and resourcing implications of proposed programs.
- Advise on cost effective delivery strategies.
- Undertake responsibility for tenders and submissions.
- Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the University.

Organisational Relationships and Impact

- Develop University-wide educational and administrative policies and procedures.
- Negotiate for internal and external resources.
- Play an active role in establishing and enhancing links with the greater community to further education in practice.
- Enable the efficient integration of delivery strategies across departmental boundaries.

Senior Educator 3 Classification

Classification Context and Task Level

Employees appointed to this classification:

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

In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers and Senior Educators", the "Teacher Classification (T1 to T5) " and the "Senior Educator 1 & 2 Classifications", the requirements and typical functions of a Senior Educator 3 are consistent with:

Typical Functions

- Responsible for projects that involve major change.
- Plan long-term resourcing needs.
- Provide support to team.
- Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting.
- In conjunction with other Senior Educators prepare and deliver professional development for Teachers.
- Make a significant contribution to teaching strategies and directions.
- Undertake a significant role in ensuring quality teaching recruitment, including induction.
- Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers.

Judgement, Problem Solving, Accountability and Extent of Authority

- Demonstrated capacity to resolve complex problems.
- Lead and manage large functional or specialist operations.
- Provide academic leadership in the University and across the vocational education system.
- Operate within a high degree of operational autonomy.
- Lead and manage a complex team.
- Manage staffing projections.
- Evaluate team developmental needs including professional developmental plans and multi-skilling needs.
- Manage a substantial budget.

Organisational Relationship and Impact

- Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact.
- Lead the development, review and implementation of University strategic educational plans, initiatives and policies.
- Highly developed capacity to resolve complex conflict.
- Make a significant contribution to strategic directions.

- Investigate costings and resource implications for program areas and negotiate recommendations.
- Source funding, partnership delivery opportunities and other innovative opportunities.
- Promote and represent the department/University regionally and beyond, including with government bodies.
- Build networks within the wider community and source and develop future training needs.

SCHEDULE 4 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY

1. This schedule shows the qualification requirements for the classifications in this Agreement. Such requirements together with the recognition of teaching and industrial experience or additional study are to be used to determine the commencing salary of an Employee.
2. The following qualifications and experience entitles an Employee to be paid as a Teacher Level 1.

<i>Qualification (Academic or Trade)</i>	<i>Work Experience (Years)</i>
a. Bachelor degree (or equivalent)	2
b. Two year post year 12 Diploma (or equivalent)	3
c. Certificate IV (or equivalent)	4
d. Certificate III (or equivalent)	8

3. An Employee who has the qualifications and experience listed in clause 2(a) or (b) or (c) or (d) and who has also completed a Certificate IV in Training and Assessment or equivalent, is entitled to be paid as a Teacher Level 1.2
4. An Employee who has the qualifications specified in clause 3 above and who has a completed a course of teacher training accredited at diploma (Australian Qualifications Framework Level 5) which includes supervised teaching practice and studies in teaching methodology or equivalent is entitled to be paid as a Teacher Level 3.1.
5. An Employee shall not be eligible for promotion or appointment as a Senior Educator unless they are fully qualified.
6. For each completed year of actual teaching experience after becoming fully qualified, a teacher on commencement shall receive one increment.
7. Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:
 - 7.1 for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;
 - 7.2 for each two years of approved industrial experience in excess of the years listed in clause 2 of this schedule a teacher shall receive one increment;
 - 7.3 for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;

7.4 for each year of approved additional studies a teacher shall receive one increment.

“Fully qualified” means possessing qualifications which entitle an Employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification.


8 Subject to meeting the qualification requirements of this schedule and clauses 24.1(a) and (b) of this Agreement, where a casual employee is converted to a fixed term or ongoing position by RMIT each 400TDH casual prior service with RMIT shall be recognized as one increment when establishing the commencing salary.

SIGNED for and on behalf of RMIT UNIVERSITY


.....
Signature

DIONNE HIGGINS COO
.....
Name and Title

29/11/16
.....
Date


.....
Signature of Witness

Maria Gough
.....
Name of Witness

29/11/16
.....
Date

SIGNED for and on behalf of the AUSTRALIAN EDUCATION UNION


.....
Signature

AEU GREG BARCLAY
VICE PRESIDENT TAP
.....
Name and Title

30/11/2016
.....
Date


.....
Signature of Witness

MICHAEL MCIVER
.....
Name of Witness

30/11/2016
.....
Date

SIGNED for and on behalf of the NATIONAL TERTIARY EDUCATION UNION

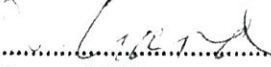
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Signature


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Name and Title

30/11/2016
.....
Date

GRAHAME McCULLOCH
GENERAL SECRETARY
.....

.....
Signature of Witness


.....
Name of Witness

30/11/2016
.....
Date

NOEL GARDINER
ADMINISTRATION OFFICER
INDUSTRIAL UNIT