



Australian Education Union Implementation Guide

**RMIT Vocational Education
Workplace Agreement 2019**

Australian Education Union

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Dear AEU member,

This advice on implementing the RMIT Vocational Education Workplace Agreement 2019 (referred to as RMIT VE Agreement 2019) is designed to assist you in ensuring that all entitlements, including the gains achieved in this agreement, are implemented in your workplace. Your AEU sub-branch has an integral role in the local implementation of the RMIT VE Agreement 2019.

The agreement builds on previous agreements and contains a number of significant changes to improve salaries, working conditions and improve job security for our members.

These changes include the following:

- 17% pay rise over three years
- teacher salary at T5 classification moves from \$85,613 to \$106,905 by November 2021
- the introduction of workload management consultation committees and principles of work planning, giving members better control over workload
- maintained teaching cap at 800 hour per annum
- improved provisions around diversity and inclusion
- a simpler 'look and feel' and some language changes to make the agreement easier to navigate.

Please take the time to read this guide, which is designed to assist you in implementing the agreement and to be used over the life of the RMIT VE Workplace Agreement 2019. It enables members to maximise the benefits contained in the agreement and illustrates to non-members the importance of AEU membership. Non-members are potential members and the agreement provides you with opportunities to demonstrate the benefits of membership.

We recommend that all sub-branch representatives and other active members undertake AEU training to ensure that staff have a thorough, up-to-date understanding of the agreement.

If you need further advice or support in implementing the agreement, contact your AEU organiser or the Member Support Centre.

Thank you again for your efforts in achieving this agreement. The union's success is dependent on the work and commitment of its members.

Meredith Peace



AEU Victorian Branch President



About this guide

This guide consists of three sections.

1) An overview of key clauses and leave entitlements contained in the new agreement.

This section includes:

- an overview of key clauses
- an overview of leave entitlements
- a summary of union wins.

These are included here for easy reference, identifying many of the important changes that will need to be implemented. Please note that all references to teacher conditions also apply to senior educators.

The third element, outlining significant improvements won by the AEU, is intended to help sub-branch representatives in explaining to members and non-members alike the advantages of the new agreement and the role the union has played in achieving them.

2) An A–Z guide to the agreement.

This section includes:

- a summary of key entitlements and conditions
- case studies to provide examples of successful implementation
- an outline of changes from the previous agreement
- links to relevant clauses in the new agreement
- action points for employees, employers and the Vocational Education Consultative Group (VECG).

3) The RMIT Vocational Education Workplace Agreement 2019 in full.

Section one and two of this guide will point you to the corresponding relevant clauses in the agreement. You can find a copy of your agreement at the end of this implementation guide.

Overview of key clauses

	Clause	Page no.	Overview
Attendance (Determination of work location)	Clause 48	44	During the annual teaching period, a teacher may only be directed by the employer to attend their work location for up to 30 hours per week (pro rata for part-time) for up to 42 weeks per year.
Working hours (Hours of work)	Clauses 47.1, 49	41, 45	<p>Work hours for a teacher are 38 hours per week (pro rata for part-time) and may be worked between the hours of 8.00am and 6.00pm Monday to Friday. A teacher's span of ordinary hours may include one night per week beyond 6pm if directed by RMIT. RMIT may not make such direction where a teacher has primary care responsibilities, in which case agreement of the teacher is required.</p> <p>Full-time teachers will generally perform 1748 work hours in a calendar year, based on the following assumptions:</p> <ol style="list-style-type: none"> 38 hours per week x 46 weeks (1748 hours) 38 hours per week x 4 weeks (152 hours) of annual leave, and 7.6 hours per day x 11 days (83.6 hours) of public holidays.
Working outside the span of ordinary hours	Clause 50	45	<p>For each hour worked on a:</p> <ul style="list-style-type: none"> Monday to Saturday until 10pm, a loading of 25% Monday to Saturday after 10pm, a loading of 75% Sunday, a loading of 50% On a public holiday, a loading of 150% <p>of the ordinary hourly rate shall be paid.</p>
Teaching duty hours	Clause 47.2(a)	41	Teaching duty hours mean sessions of instruction and/or supervision and/or direct observation of students, including observation for the purpose of assessment; whether delivery at a campus of the employer or elsewhere and whether delivered in person or by other means. Different rates apply if the hour worked is an excess teaching duty hour.
Teaching-related duty hours	Clause 47.2(b)	42	<p>Teaching-related duty hours means those duties (preparation, assessment, correction and student consultation) directly related to the allocated teaching duty hours.</p> <p>Student consultation includes individual or collective dialogue with students that is directly related to competency or learning outcomes associated with the allocated teaching load and includes such things as communication through the learning management system (Canvas) and the management of equitable learning plans.</p>
Service duty hours	Clause 47.2(c)	43	Service duty hours include duties within the scope of a teacher's position which are not teaching duty hours or teaching-related duty hours.
Workload allocation	Clause 47	41	<p>Workload allocation will fall into three categories:</p> <ol style="list-style-type: none"> teaching duty hours (maximum 800 hours annually); consultation and agreement of a teacher is required for any allocation of more than 21 teaching duty hours in any one week teaching-related duty hours including preparation, assessment, correction and student consultation directly related to the teaching duty hours (minimum of 400 hours annually) service duty hours including any duties within the scope of the teacher's position which are not teaching duty hours or teaching-related duty hours.
Workload planning	Clause 46	40	Individual and collective consultation with line managers is required. Each teacher must have an annual workload management plan (WMP) prior to the commencement of their applicable teaching period. The WMP should reflect a fair, transparent, reasonable and equitable workload in accordance to the clauses about workload planning. The teacher and line manager are jointly responsible for regularly reviewing the WMP and adjusting allocated duties as necessary. A workload management consultation committee will be established in each college.

Excess teaching duty hours and rates (ETDH)	Clause 51	46	<p>Must be determined following consultation and agreement with the teacher. Criteria provided in Clause 51 is to assist in determining ETDH. ETDH occur where the teacher performs teaching duties in excess of the limit in the roster allocated in clause 47.2 (a.vii) or in excess of 800 hours in a calendar year.</p> <p>The following rates for excess hours shall be paid:</p> <ul style="list-style-type: none"> Monday to Saturday inclusive except for public holidays at the rate of time and a half (150%) for the first two hours on each day and double time (200%) thereafter Sunday at the rate of double time (200%) public holidays at the rate of double time and a half (250%).
Meal breaks	Clause 49.3	45	<p>Teachers shall not be required to work for more than five hours without being allowed a meal break. Teachers shall not be required to take a meal break of more than one hour and are not required to attend during meal breaks.</p> <p>Lunch break is between the hours of 12.00 midday and 2.00pm. Evening break is between the hours of 5.00pm and 7.00pm.</p>
Modes of employment	Clauses 10, 11	8	<p>The preferred mode of employment is continuing/ongoing, allowing for fixed-term and casual employment in certain circumstances. A casual 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.</p>
Reasons for fixed-term employment	Clause 13	9	<p>There are four key reasons why a teacher can be in a fixed-term position:</p> <ol style="list-style-type: none"> 1) replacement of staff on leave is required 2) funding for specified program or project has been made available for a certain period of time 3) new or short-term programs are introduced or where reduced numbers threaten the viability of an existing course 4) a teacher with current industry experience is required for a limited time.
Eligibility for conversion from fixed term to continuous employment	Clause 13.4	9	<p>A fixed-term teacher who has two or more years of contiguous fixed-term service or is engaged on a second or subsequent fixed term contract of employment, where RMIT intends their duties to be continued to be performed, the teacher may apply to have their mode of employment converted to continuing employment and RMIT shall not unreasonably reject such an application.</p>
Eligibility for conversion from casual to non-casual employment	Clauses 16.12–16.23	11, 12	<p>For a casual teacher to be eligible to apply for conversion they must be employed on a regular and systematic basis in the same, or a similar and identically classified position either over the immediately preceding period of 12 months (with average weekly hours worked equalling at least 50% of the ordinary weekly hours that would be worked by an equivalent full time teacher OR over the immediately preceding period of at least 24 months.</p>
Higher duties allowance	Clause 43	39	<p>Will be paid where a teacher is required by the employer to undertake all or part of the duties of a higher classified position for longer than one week. Alterations to a workplan must reflect these changes.</p>
Teaching qualifications and commencing salary	Schedule 4	63	<p>Shows the qualification requirements for the classification in this agreement. Such requirements together with recognition of teaching and industrial experience or additional study are to be used to determine commencing salary of a teacher.</p>

Overview of leave entitlements

The table below summarises the range of leave provisions available to ongoing, full-time and casual teachers. It is important for the teacher to be able to distinguish which leave is an entitlement and which leave is discretionary. Workplaces will present a leave policy providing advice to all teachers about how leave arrangements are to be accessed at the workplace.

Call the AEU Member Support Centre on (03) 9417 2822 if you wish to seek specific advice on any leave entitlements.

Clause	Overview
Annual leave (ongoing and fixed-term teachers)	Clause 25 Entitled to four weeks (152 hours) paid annual leave, accruing progressively and accumulating annually.
Annual leave loading (ongoing and fixed-term)	Clauses 25.9, 25.12 17.5% of the base rate of pay ordinary time earnings. The loading will usually be paid in the first pay in December of each year (in respect of the year 1 December–30 November).
Cashing out of annual leave (ongoing and fixed-term)	Clause 25.13 Where a teacher has more than 40 days of accumulated annual leave the teacher can, by written agreement with RMIT, cash out an amount within parameters.
Purchased leave	Clauses 25.16–25.21 Ongoing and fixed-term teachers may elect to purchase leave of between one and six whole weeks in any calendar year.
Compassionate leave (ongoing and fixed-term, unpaid for casuals)	Clause 27 Up to three days paid compassionate leave on each occasion. Additional leave may be granted paid and unpaid.
Jury service (all teachers)	Clause 30.1 Leave at the ordinary rate of pay for the period of required court attendance.
Religious and cultural leave (all teachers)	Clauses 30.19– 30.22 Recognition of established religious and cultural obligations and activities not limited to Aboriginal or Torres Strait Islanders with leave without pay for up to 10 days per annum.
Cultural leave provisions (Aboriginal and Torres Strait Islanders)	Clauses 34.1– 34.4 Teachers of Aboriginal or Torres Strait Islander descent are entitled to six days paid leave per calendar year, not cumulative to participate in NAIDOC, National Sorry Day/and or other relevant cultural and ceremonial events.
Special leave	Clauses 30.23–30.24 Subject to operational requirements RMIT may grant a teacher other leave with or without pay.
Defense reserve service leave (all teachers)	Clauses 30.6– 30.7 May be granted for up to two weeks in a calendar year with an additional four days with certification. Failure to provide satisfactory evidence and reasonable notice will be grounds for the leave to be refused.
Voluntary emergency management activities (ongoing and fixed-term)	Clause 30.2 Up to 38 hours paid leave in circumstances where a teacher is requested by an emergency service.
Family violence leave (all teachers)	Clause 24 Access to 20 days per year of paid special leave for a teacher experiencing family violence. Leave for casuals is unpaid.
Leave without pay	Subject to workplace policy.

Long service leave (ongoing and fixed-term)	Clause 28.5	Can be accessed on a pro rata basis after seven completed years of continuous service.
	Clause 28.1	A full-time teacher is entitled to 13 weeks long service leave with pay on completing ten years of continuous employment, with RMIT (and with some other recognised employers), accruing at the rate of 1.3 weeks for every additional year of service thereafter.
	Clause 28.2	A part-time teacher employee's long service leave is calculated on the number of ordinary hours worked over the period of continuous employment with RMIT.
	Clause 28.14	Long service leave may be taken at half pay for double the period.
	Clause 28.8	A minimum of six months notice of taking long service leave must be provided unless otherwise agreed.
Long service leave (casuals)	Clause 28.4	True casual teachers employed from December 2015 accrue long service leave in accordance with the Long Service Leave Act 2018 (Vic).
Trade union training leave	Clauses 30.13, 20.16	Teachers shall be entitled to a maximum of five days paid leave per calendar year or an aggregate of 10 days paid leave over two calendar years.
Parental leave	Clause 29.3	Up to 52 weeks in a combination of paid and unpaid leave.
	Clause 29.3	May request an additional 52 weeks of leave.
	Clause 29.24	On return to work from a period of parental leave greater than 24 weeks, a teacher may request a temporary time fraction reduction for an agreed time within five years following their return.
	Clause 29.25	A teacher is entitled to a return to work bonus of one week pay for each completed month of service, to a maximum of 12 weeks pay.
Paid partner leave	Clause 29.31	A fixed-term or ongoing teacher who is not the primary carer of the child is entitled to 10 days of paid leave, taken at any time within six months of the date of birth or placement of the child.
Personal leave/carer's leave	Clauses 26	15 days (114 hours) per year of service. This entitlement is credited 12 months in advance and accumulates annually.
Public holidays (ongoing and fixed-term)	Clause 31	A teacher other than a casual teacher is entitled to be absent on a public holiday without loss of pay.
Sabbatical leave	Clauses 30.8–30.10	May be granted one year every five years on 80% salary, subject to the teacher agreeing to have their annual salary reduced by 20% for the relevant work period preceding the leave. Counts as service for all purposes.
Study leave (all teachers)	Clause 30.11	May be granted on paid or unpaid basis.

Action points for Vocational Education Consultative Group (VECG)

- Discuss, develop and review workplace leave policy regularly. Update and publish this annually.
- Ensure members are aware of timelines for leave approval and for which leave types approval is discretionary, e.g. leave without pay.

Action points for teachers:

- Contact the AEU Member Support Centre on (03) 9417 2822 for advice.
- Access family violence leave training.
- Access trade union training.
- Ensure that required notice for leave is provided.
- If you resign, ensure you are paid any long service leave entitlements owed to you.

Union wins

- **Salary increase of 17% over the life of the agreement.**
- **The agreement has a nominal expiry date of 31 January 2022.**

Schedule 1

Pay increases each year for the life of the agreement for all teachers, as outlined below.

1 February 2019	1.5%
1 May 2019	1.5%
1 Nov 2019	2.8%
1 May 2020	2.8%
1 Nov 2020	2.8%
1 May 2021	2.8%
1 Nov 2021	2.8%

- **Maximum of 42 weeks attendance**

The retention of a maximum of 42 weeks attendance and up to 30 hours per week attendance at a specified work location (Clause 48).

- **An expanded definition of teaching**

Clause 47.2(i).

The definition of teaching duty hours has been expanded to recognise direct observation of students, including observation for the purposes of assessment.

- **Mandatory workplans**

Clause 46

From the second semester of 2019, a workplan must consider a variety of factors including the equitable distribution of work within the program area and the time required to do the work.

- **Workload dispute**

Clause 46.5

A teacher who believes that the duties allocated to them under their workload management plan cannot be reasonably performed at a professional standard within their work hours can raise this as a workload dispute.

- **A commitment from RMIT to review the classification structure over the life of this agreement**

Clause 39

RMIT will provide resources and support for the effective operation of the classification review. It will be a standard agenda item at the Vocational Education Consultative Group. Teachers will be consulted and have the opportunity to discuss any proposed recommendations of the classification review.

- **Retention and increase in program manager and program coordinator responsibilities time allowance**

Clauses 47.5- 47.8.

There is now no maximum amount provided as a time allowance to undertake these duties.

Need help? Contact the AEU

AEU Victorian Branch head office
126 Trenerry Crescent, Abbotsford 3067
Postal Address: PO Box 363, Abbotsford 3067

Tel: (03) 9417 2822, 1800 013 379
Fax: 1300 658 078

Email: melbourne@aeuvic.asn.au
Web: aeuvic.asn.au

AEU Ballarat: 1800 013 039
AEU Benalla: 1800 013 994
AEU Bendigo: 1800 013 990
AEU Geelong: 1800 133 853
AEU Gippsland: 1800 013 979

A–Z of your agreement

Please note that the following advice must be read in conjunction with the relevant clause(s) in the RMIT Vocational Education Workplace Agreement 2019.

Attendance

(Determination of work location)

Clause 48

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Teachers (ongoing and fixed-term) are required to attend their work location for up to 30 hours per week (pro rata for part time) for up to 42 weeks per year. An individual teacher may agree with their employer to attend beyond these times.

Outside of the Annual Teaching Period of 42 weeks per year, teachers may only be requested to work at a specified location where this:

- a) has been agreed by the Employee, and
- b) is included in the Employee's work-load management plan.

Senior educators and education managers who do not have a teaching load are required to attend the workplace up to 38 hours per week, 52 weeks per year (less any approved annual leave). An exception exists for senior educators who were employed and classified as such prior to 2003.

Action points for members:

- Seek written confirmation for all changes and requests to alter hours of attendance.
- Ensure your workplans are completed each year.

Action points for RMIT:

- Requests for a teacher to attend beyond the 42 weeks should be in writing.
- Maximum required attendance up to 30 hours a week and maximum 42 weeks per year.

For additional advice members can call the AEU Member Support Centre on (03) 9417 2822 or email msc@aeuvic.asn.au.

Casual employment and salaries

Clause 16

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The AEU has delivered better outcomes for teachers in the TAFE sector.

A casual teacher can only be employed where the work is truly casual – intermittent, irregular, informal or where engagements can be refused without disapproval.

A casual teacher can replace a fixed-term or ongoing teacher on approved leave for up to 30 days.

The work performed cannot exceed eight hours per week, or by mutual consent up to a maximum of 21 hours in any week, to a maximum of 720 hours per year, provided that the maximum of 21 hours per week may be exceeded by mutual agreement, subject to no teacher exceeding 40 hours in a two-week roster period.

Significant pay rate increases are provided through the agreement.

Action points for members:

- Speak to your AEU representative if your employment is 'regular and systematic'.

Action points for RMIT:

- Only engage casual employees on a genuinely casual basis, consistent with Clause 16.

Salary rates								
Existing classification	Current rates	Feb-19	May-19	Nov-19	May-20	Nov-20	May-21	Nov-21
Casual diploma qualified TDH Rate	\$71.34	\$72.41	\$73.50	\$75.55	\$77.67	\$79.84	\$82.08	\$84.38
Casual non diploma qualified TDH	\$ 68.64	\$69.67	\$70.71	\$72.69	\$74.73	\$76.82	\$78.97	\$81.18
Non-teaching								
Non-teaching duty hour	\$58.90	\$59.78	\$60.68	\$62.38	\$64.13	\$65.92	\$67.77	\$69.66

Conversion to secure employment

Conversion to ongoing Clause 13.4 Conversion from casual to non-casual

Clauses 16.12 to 16.23

Page 9, 11, 12

Conversion from fixed-term to ongoing (continuing) employment

Where a teacher 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 teacher to be continued to be performed, the teacher may apply to have their mode of employment converted to continuing employment and RMIT cannot not unreasonably reject such an application.

Conversion from casual to non-casual employment

To be eligible to apply for conversion, a casual teacher must be employed on a regular and systematic basis in the same (or a similar 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 teacher, or
- b) over the immediately preceding period of at least 24 months

In addition to the process more secure employment can be requested and offered at any time.

An eligible teacher should put their request for conversion in writing to their manager.

Action points for members:

- Contact the AEU Member Support Centre on (03) 9417 2822.
- Ask for written correspondence confirming your eligibility for conversion
- Apply for conversion at such other times as appropriate, e.g. employment as a casual teacher becomes regular and systematic.

- If conversion to ongoing or fixed-term employment is not provided, obtain the reasons in writing from RMIT.

Action points for RMIT:

- Identify which teachers are employed in fixed-term or casual positions and who is eligible to be made ongoing.
- Take reasonable steps from time to time to inform casual teachers of the conversion provisions (Clause 16.14).
- Where necessary, establish an internal merit-based selection process.
- If an application for casual conversion to more secure employment is rejected, RMIT must provide the employee with written reasons for rejecting the application.

CASE STUDY

Due to a staff illness within the plumbing department, Jude was initially employed casually early in Semester 2 to deliver the assigned units of work. This employment was in addition to continuous employment as a casual and fixed-term teacher over the past nine months. The incumbent teacher later decided to retire. Jude's current pattern of work meets the definition of 'regular and systematic' and one that is expected to continue until the end of semester – this will ensure the units are completed.

Given her employment will no longer resemble that of a casual teacher, Jude approaches her union representative to have her employment matter raised at the next consultative meeting.

Following the scheduled meeting, the institute confirms that Jude's situation is one where employment with the institute began as casual. Her employment status will be converted to ongoing, as the institute did not have a valid reason to only offer fixed-term employment.

Email template for members

Example 1: Eligible for conversion fixed-term to ongoing

(insert appropriate name here)

Executive Director
Human Resources
RMIT Human Resources
Building 105 Level 9
501 Swanston Street
Melbourne Vic 3001
Australia

Dear *(insert appropriate name here)*,

My name is *(insert name)* and I am an employee of RMIT in the school of *(insert name of school here)*.

It is my understanding that I am an eligible employee for the purposes of conversion under the RMIT Vocational Education Workplace Agreement 2019 clause 13.4:

"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 continuing employment and RMIT shall not unreasonably reject such as application".

My service at RMIT is as follows:

- *(insert specific details of casual service, including dates)*

I request to be converted to ongoing employment in accordance with clause 13.4 as a suitable ongoing position has become available.

I would be grateful if you would advise me in writing of your decision as soon as possible.

Yours sincerely,

(insert name)

Email template for members

Example 2: Eligible for conversion- casual to more secure employment

(insert appropriate name here)

Executive Director
RMIT Human Resources
Building 105 Level 9
501 Swanston Street
Melbourne Vic 3001
Australia

Dear (insert appropriate name here),

My name is (insert name) I and I am an employee of RMIT within the (insert department here).

It is my understanding that I am an eligible employee for the purposes of conversion under the RMIT Vocational Education Workplace Agreement 2019 clause 16.17

“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 identical 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.*

My service is as follows:

- (insert specific details of casual service, including dates)

My workplan demonstrates that my employment with RMIT is regular and systematic.

I request to be converted to ongoing or fixed-term employment in accordance with clause 16.17.

I would be grateful if you would advise me in writing of your decision as soon as possible, consistent with clause 16.20 of the enterprise agreement.

Yours sincerely,
(insert name)

Consultation

Clauses 35 and 36

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Consultation is designed to be a process that affords teachers an opportunity to influence and inform the decision-making process. It provides an opportunity for RMIT and teachers to consider ways of mitigating adverse impacts of any changes, and to ensure the correct implementation of the agreement.

This agreement continues to allow for two institute representatives and two union nominees (one from each union) to be part of the Vocational Education Consultative Group (VECG).

The agreement provides flexibility to alter the composition, if necessary, to allow for additional employee or employer representatives.

Effective consultation requires the scheduling of regular consultative meetings. The AEU representative(s) on VECG should negotiate the appropriate number of meetings and the time allowances to allow associated duties to be performed.

Consultative arrangements must enable union representatives time to canvass the views of staff and allow for ongoing consultation with the sub-branch. Sufficient time is required to enable alternative views and suggestions to be canvassed and then discussed at the consultative meetings. These arrangements are intended to enable a culture that comprises effective partnerships for employers and teachers.

Consultation about major change and changes to rosters

The following steps provide an overview of the consultation process in the workplace when **major changes** (clause 36.5 (a)) and **changes to rosters** (clause 36.5 (b)) are proposed.

Step 1

Relevant teacher/s notified of proposed change (the union also needs to be notified when matters relate to major changes).

Step 2

AEU members should notify the employer that the union is their representative for consultation.

Step 3

Teachers must be provided with relevant information in accordance with the agreement and consultation begins.

Step 4

Through the AEU, teachers must be provided with an opportunity to give their views on the proposed change.

Step 5

RMIT must give prompt and genuine consideration to the employee's views.

Step 6

RMIT and the teacher should discuss the outcome of the proposed change.

Consultations over major changes and changes to rosters that are consistent with the agreement are outlined below:

- Consultation requirements for major change (**Clause 36.5 (a)**): that is a major workplace change that is likely to have a significant effect on Employees; or
- Consultation requirements for changes to rosters (**Clause 36.5 (b)**): to introduce a change to Employees' regular roster or ordinary hours of work.

Changes from previous agreement

- In the previous agreement, consultation was referenced by referring to the University Consultative Committee (UCC). Consultation requirements will now convene through the VECG (Vocational Education Consultative Group) .

Action points for members:

- Ensure that at least one AEU union representative is nominated to participate in the VECG.
- Ensure consultation about matters involving the implementation of the agreement, including operational and cultural change and matters affecting a particular teacher or teachers generally.

Action points for VECG:

- Establish consultative structure and operational procedures.
- Ensure the operational procedures and structure are agreed, documented in writing and distributed to members.
- Allow for meeting procedures to include a clear meeting schedule, a timely agenda and minutes.
- Ensure arrangements allow AEU representatives the opportunity and time to canvass views.

CASE STUDY

As one of the union representatives at her workplace, Marie understands the importance of having regular VECG meetings. Her sub-branch is of the view that VECG meetings should occur once a month, allowing an opportunity for them to influence and discuss matters relating to the rollout of the agreement.

The institute's management is reluctant to meet monthly and has suggested they meet every three months.

As a result, the sub-branch has called upon its union representatives to schedule a meeting with management, asking for them to endorse the consultative principles enshrined in the agreement. The sub-branch stands united on this matter and, if necessary, will proceed to notify a dispute to ensure good practice.

Marie's sub-branch is of the view that consultative arrangements are intended to create a climate of consultation and respect for teachers and AEU representatives. In this context, it is reasonable for the VECG to meet monthly.

Dispute resolution (individual and collective processes)

Clause 9 and Clause 46.5

Page 7, 41

In the first instance, the parties to a dispute need to undertake genuine steps to resolve a dispute at the local level. Direct communication between a teacher and their immediate supervisor is a necessary starting point to commence a dispute under the agreement. This expectation applies for both individual and collective issues. A nominated AEU representative can represent members at all stages of a dispute.

There are three stages available to resolve a workplace dispute: discussion of the dispute, internal negotiation and Fair Work Commission.

In most circumstances, the first two stages will resolve matters of concern. The AEU representative may raise a dispute directly with the relevant delegated authority (RDA), (which would usually be the head of school).

Stage 1: Discussion of the dispute

Regardless of the internal process undertaken, or if the dispute is of a collective or individual concern, the following steps must be taken first. Contact the AEU for advice at any stage.

Step 1

Where you disagree with your employer about a matter under the agreement (or National Employment Standards), directly notify your immediate supervisor, preferably in writing. This provides an opportunity for the employer to rectify or settle the matter at an early stage at the workplace level through discussion.

Step 2

If you are not satisfied with the response from your immediate supervisor, you may then request the matter be referred to another representative of the employer, usually from human resources.

Stage 2: Internal negotiation

There are two formal processes available to resolve a grievance at a workplace level: the dispute settlement process (DSP) and the workload dispute process (WDP).

Dispute Settlement Process (DSP) Clause 9

In the first instance one or more teachers and/or their representative shall discuss the dispute with

the relevant supervisor and/or an appropriate representative of the university and attempt for a resolution.

If not settled at this stage, the matter may be discussed further between the teacher's representative and a university representative.

Should the dispute not be resolved at this stage or either party fails to engage, or if the matter is urgent then the dispute at the election of either party, may be referred to the Fair Work Commission.

The FWC may resolve the dispute through conciliation and/or arbitration.

Workload Dispute Process (WDP) (Clause 46.5)

A teacher who believes the duties allocated to them under their workload management plan cannot be reasonably performed at a professional standard within their work hours must first meet with their line manager to discuss their concerns.

If the line manager does not resolve the teacher's concerns, the member should notify the RDA (head of school) of their workload dispute by providing:

- a. a copy of their workload management plan (WMP)
- b. a description in writing of the duties in their WMP that will or are resulting in excessive workload.

If the RDA is unable to resolve the member's concerns the member may refer their workload dispute to the relevant senior officer (RSO) (head of college).

If the RSO is unable to resolve the dispute the member may progress their matter to the FWC.

Members should seek advice from their AEU representative or the AEU directly throughout the process.

Stage 3: Fair Work Commission

No dispute about an individual matter can be referred to the Fair Work Commission unless there have been genuine steps to resolve the issue locally as outlined using the aforementioned procedure. Ordinarily, a member of the commission would conciliate a dispute before listing the matter for arbitration.

AEU members must seek advice from the union about any matter which may be referred to the Fair Work Commission.

Action points for RMIT and members:

- If a teacher lodges a dispute suitable for the DSP at the same time or contemporaneous to a workload dispute, both disputes should be heard at the DSP.
- The sub-branch representative or parties involved should contact their AEU organiser as soon as possible with these matters.
- Conduct the dispute settlement process (DSP) or workload dispute process (WDP) as quickly, and with as little formality, as proper consideration of the matter allows.

The member should also notify their AEU representative or the AEU directly for support throughout a dispute process.

CASE STUDY

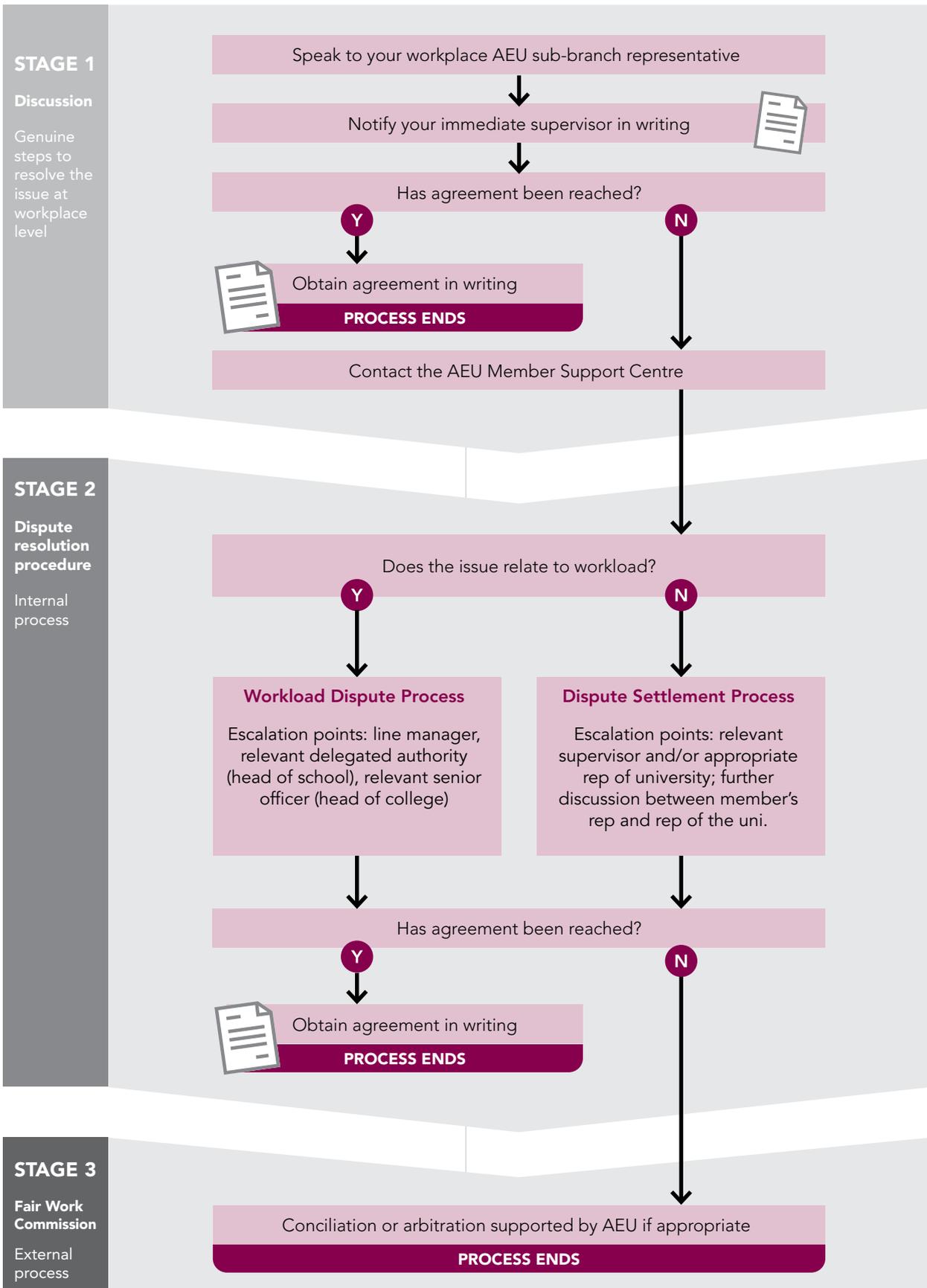
Desmond has been employed as a full-time teacher for approximately seven years and wants to access his long service leave in the coming year to attend a wedding overseas. Given that Desmond knows his dates well in advance, he provides an application for long service leave.

Desmond's employer disputes his entitlement to long service leave and the amount requested on the grounds that Desmond's first year of employment was casual.

Desmond attempts to reach a shared understanding of his long service leave entitlements under the agreement with his immediate supervisor, without success.

With the support of the AEU, Desmond takes the matter through the DSP where a thorough examination of his entitlements can be made on the record. In reviewing Desmond's employment records more thoroughly the employer recognises Desmond's entitlement to long service leave.

Dispute resolution flowchart



Excess teaching duty hours

Clause 51

Page 46

Excess teaching duty hours (ETDH) remain in the agreement. ETDH can only be allocated following consultation and with the agreement of the teacher. ETDH should not be used on a regular basis. ETDH can only be required once a teacher's annual ordinary workplan has been completed. Where ETDH are allocated to a teacher, workplans should be adjusted accordingly.

ETDH occur where:

The teacher performs teaching duties in excess of 800 hours in a calendar year or the limit in the rostered teaching allocated by RMIT as outlined in Clause 47.2(a)(vii).

Teaching duty hours must be rostered no less than two weeks in advance of each timetabled teaching period (of not less than four weeks) and may only be varied with the agreement of the teacher concerned.

Time allowances as outlined in clauses 47.3 to 47.8 are provided for by a reduction in maximum teaching duty hours – and are deemed as if you have taught. For example, 720 teaching duty hours plus 80 hours' time allowance = 800 teaching duty hours. Any teaching above this will be classed as ETDH.

Just as RMIT must be reasonable in requesting ETDH, a teacher cannot unreasonably refuse to work them. In determining whether the employer's request is reasonable, or a teacher's refusal is unreasonable, the following must be considered:

Criteria to assess allocation of ETDH	Clause
Any risk to the teacher's health and safety	51.2 (a)
Personal circumstances, including family responsibilities	51.2 (b)
Needs of the workplace or enterprise	51.2 (c)
Whether the teacher is entitled to receive ETDH payments	51.2 (d)
The notice given by RMIT of any request or requirement to work additional hours	51.2 (e)
Amount of notice given by the teacher to refuse to work additional hours	51.2 (f)
The patterns of work performed by the teacher	51.2 (g)
The nature of the teacher's role, and the teacher's level of responsibility	51.2 (h)
Any other relevant matters	51.2 (i)

The following rates apply for ETDH (Clause 51.5):

Monday to Saturday inclusive, except for public holidays
150% of the ordinary hourly rate for the first two hours on each day and double time (200%) thereafter
Sunday (except public holidays): double time (200%)
Public Holidays: double time and a half (250%)

Action points for members:

- The allocation of excess teaching duties is determined following consultation with, and agreement of, the teacher concerned.
- Workload management plans should be reviewed and adjusted to consider ETDH.
- Best practice would be for any ETDH requests to occur after an annual workplan has been agreed to.

Ensure members are aware of the reasons that can be used to reasonably refuse notice to perform ETDH (Clause 51.2).

CASE STUDY

Julie's Work

Julie informs her manager on Wednesday evening that she will not be able to attend work for the rest of the week as she is required to provide care and attention for her two ill children at home.

Julie's manager is grateful about being provided this information in advance.

Having determined which units of work need to be covered in Julie's absence, her manager sends an email to staff within her department, informing them of the institute's needs for the next two days and calling for volunteers.

Julie's manager receives a number of emails from staff, some advising that they can work the excess hours, and others stating they are not in a position to assist this week due to personal circumstances.

Having established a process in advance of the request for ETDH, the institute is in a fortunate position. Staff have been informed in advance and the institute can cover Julie's absence.

Family violence support

Clause 24

Page 17

Family violence is a workplace issue and tackling family violence is everyone's responsibility.

Situations of violence or abuse in someone's personal life may impact upon their attendance or performance at work. Family violence leave is available to teachers experiencing family violence to enable them to attend medical or counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Employers are responsible for providing a safe and supportive workplace for all teachers who experience family violence.

A teacher experiencing family violence will have access to 20 days per year of paid special leave. An employer may grant more if necessary.

There are important key principles for the VECG to follow, but the following case study should be read first.

Changes from previous agreement

- The term has changed from domestic violence leave.

Action points for members:

- Ensure an appropriate number of individuals from the university are provided with specialised training to support victims of family violence and become contacts for staff to speak to if required.
- Ensure that a significant number of family violence contact officers are women in line with industry best practice and are drawn from HR, management, AEU representatives and teaching staff.

Action points for RMIT:

- Ensure that no adverse action is taken against a teacher if their attendance or performance suffers as a result of experiencing family violence.
- Ensure that all personal information relating to family violence is kept confidential.
- Although evidence is required, parties may need time, in some circumstances, to obtain the appropriate records.
- Offer specialised training in family violence support to selected individuals within the institute who can be made contacts for staff to speak to if required.
- Provide flexible temporary or ongoing working arrangements to support a person experiencing family violence.
- Promote the clause and policy in the workplace.
- Provide information about public support services within the institution.

Action points for the VECG:

- The VECG should develop further guidelines to strengthen these family violence provisions, such as extending the number of days available and providing training for all staff on family, gendered, and occupational violence.

CASE STUDY

Person A is a vocational education teacher who has two adolescent sons. She has been married to her husband for 30 years. During this time, her husband frequently subjected her to physical and psychological violence. Sometimes she had to leave the house at night to stay safe and she was frequently tired and distracted at work.

Person A was unaware that her workplace had a family violence support clause and only learned of this provision when her AEU representative mentioned it. She decided to leave her abusive relationship and arranged to move to an undisclosed address. Accessing paid family violence leave enabled her to make the necessary arrangements to safely leave her situation.

She now lives in a safe home with her children and has returned to work.

RESULT

Person A's work was suffering because of stress, fear and injuries she was enduring at home.

When she accessed the paid family violence support she was entitled to, it was easier for her to leave her abusive relationship. She was able to secure stable housing for herself and her children, while retaining her employment and economic stability.

Furthermore, RMIT retained an experienced, valued staff member and did not have to pay the costs of recruiting and training a new teacher. This situation could have been further improved by the leave provisions being promoted in the workplace so that all employees were aware of this entitlement.

Allowances

Higher duties Clause 43.1

Page 39

Curriculum time allowance Clauses 47.3, 47.4

Page 43, 44

Program management and/or program co-ordination responsibilities Clauses 47.5 – 47.8

Page 44

Higher duties allowance

Clause 43.1

Where a teacher 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 teacher for a period longer than one week, they shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed. The teacher shall also receive such time allowances as prescribed in this agreement that pertains to the role for which they are receiving the higher remuneration.

Curriculum time allowance

Clause 47.3 – 47.4

A time allowance of up to 80 hours shall be deducted from the maximum teaching duty hours for teachers who have the following duties:

- preparation of classes and assessment of programs which are part of a degree program
- teaching programs accredited for the Victorian Certificate of Education (VCE)
- teaching in diploma and advanced diploma programs or equivalent
- teachers involved in courses which meet the following criteria:

- moderation of assessment when required by the accredited program
- work being subject to formal out-of-class examination
- preparation of assessment materials for formal out-of-class assessment
- preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches.

Program management and/or program co-ordination responsibilities

Clause 47.5 – 47.8

The senior educator's maximum teaching duty hour will be reduced by at least 240 hours per year, having regard to the complexity and scope of their program management and/or program co-ordination responsibilities.

Action points for members:

- Ensure you are paid the appropriate amount for higher duties performed.

Action points for RMIT:

- Provide a transparent, merit-based selection process when more than one teacher member expresses interest.
- Disclose the amount the higher duties allowance will provide prior to reaching an agreement with a teacher.
- These duties must be included in the teacher's workload management plan.

CASE STUDIES

Rita works as a teacher (T5) in the school of Hairdressing and Beauty Therapy. She was recently the successful applicant to replace a senior educator (SE1) on long service leave in Term 3. When she was notified that she was the preferred candidate, the interview panel

informed Rita that she would be getting paid at her normal rate as this was a professional development opportunity.

As Rita considered the position a good professional opportunity, she accepted the role and began working as a senior educator at her current pay rate. At a sub-branch meeting, she heard that George, a colleague in the plumbing department, received a higher duties allowance while backfilling another senior educator. George told Rita that she should also be receiving the allowance and urged her to contact the AEU for advice on how to pursue the matter.

With the guidance of the AEU, Rita sent a letter to her immediate supervisor highlighting that, under clause 43.1 of the RMIT Vocational Education Workplace Agreement 2019 she was entitled to a higher duties allowance and requested to receive back pay for the weeks worked at a lower rate of pay.

Incremental progression

Clause 41

Page 38

The incremental rises in pay occur annually on the anniversary date of appointment. In addition to the qualification requirements outlined in the agreement, incremental progression for both teachers and senior educators is subject to the annual review of an employee's performance through the 'performance and development' system.

Incremental progression is subject to employees meeting approved qualification requirements (See 'Qualifications' [Schedule 4, page 63] for more detail).

Performance and development

Performance and development plans will be specific to the individual employee and relate to the descriptors outlined in Schedule 3 of the agreement. It is expected that an employee and an employer will come to an agreement as to what is included in a performance and development plan, as the purpose is to provide a framework specific to the refinement of skills, knowledge and understandings required for a role.

It is important that the teacher and the manager discuss any confidentiality issues and reach agreement on how to manage them.

RMIT has a policy in relation to performance and development. This policy can only be altered following the consultation and agreement of the VECG.

Action points for members:

- Maintain involvement in the design and planning stage of your performance and development plan.
- An employee's workload management plan must contain a minimum of 50 hours of professional development (within their service duty hours).

Action points for RMIT:

- Provide the appropriate resources, support and training for teachers as it relates to their plan.

CASE STUDY

Eleanor's work

Eleanor commenced work in November 2018, classified as a T1.2, and began the planning stage of performance and development program with her immediate supervisor, Michelle.

Eleanor's current teaching qualification is an AQF-level 4 qualification. To progress to a T2.1, she needs to obtain an AQF level 5 qualification or above. She has identified that the Diploma of Vocational Education and Training will provide this, and her supervisor Michelle is expressly encouraging her to obtain this qualification as part of her performance and development.

Although genuinely interested, Eleanor was worried that she would have to reduce her time-fraction to complete the course. Eleanor is encouraged by her AEU rep to discuss with her supervisor the opportunity to access study leave.

An employee may be granted study leave to obtain formal qualifications and skills directly related to progression through the skills-based career path. This leave may be granted as paid or unpaid and cannot be unreasonably refused.

Engagement under this agreement

(Modes of employment)

Clause 10

Page 8

The agreement states that 'the preferred mode of employment for a teacher is Continuing Employment (ongoing). However, 'some fixed-term or casual employment will be necessary.'

The use of maximum term employment in fixed-term arrangements is not permitted by the agreement (except in the case of parental leave replacement).

Valid reasons for a teacher to be employed on a fixed-term contract are listed below:

Reason for fixed-term employment	Clause
To replace another teacher who is on leave or temporarily absent from the position.	13.1 (a)
Tied to a specific program where it is funded in addition to funding for the continuing program with the fixed term contract to the end of the funding.	13.1(b)
New and/or short-term program areas are introduced, or reducing numbers threaten the viability of an existing program.	13.1 (c)
A teacher with current industry experience is required for a limited term.	13.1 (d)

Casual

A genuine industry expert is a teacher who must be an expert in their field, have skills that are in demand, and be unable to commit to regular employment.

Where employment begins as casual but comes to be characterised as 'regular and systemic' – and the parties have a mutual expectation of continuing future employment – then such a teacher will be entitled to request to convert to non-casual employment under this agreement.

Qualifications

Schedule 4

Page 63

To ensure Vocational Education/TAFE meets the needs of students and industry, we need a highly trained and qualified workforce.

Qualifications play an important part in determining both your commencement salary and your eligibility to progress through the pay scale. Where further education is required to advance, it is important to become familiar with the Australian Qualifications Framework (AQF) and where your qualifications sit within the AQF.

Qualifications

The minimum requirement for a TAFE teacher is an AQF 4 qualification such as a Certificate IV in Training and Assessment.

Australian Qualifications Framework

The AQF is the national system of organising and regulating qualifications available in Australia.

Salary progression beyond an T1.2 requires a qualification accredited at an AQF 5 level **that includes:**

- supervised teaching practice
- studies in adult learning methodology
- studies in teaching in a Vocational Education Environment or equivalent.

Progression beyond an T2.2 requires a qualification accredited at an AQF 5 level or above that includes the components outlined above.

'Supervised Practicum' or supervised teaching practice can include:

- direct supervision: 50 hours of observed teaching practice by a qualified teacher educator or other fully qualified teacher
- other professional practice: 50 hours observing others teach; 50 hours of teacher work (meetings, development of course materials, student interviews, industry liaison etc.); 50 hours of other related teaching activities which may involve further supervised teaching practice or teaching observations or further teaching activities.

Action points for members:

- Contact your AEU representative or Member Support Centre to check that the course of study you intend to enrol in is going to provide you with the approved qualification.

Action points for RMIT:

- Where a higher qualification is required, paid and unpaid study leave may be made available to teachers.

Working hours (hours of work)

Clause 49

Page 45

Ordinary hours

Ordinary hours of work are 38 hours per week, which may take place between 8.00am to 6.00pm Monday to Friday. Ordinary span of hours may include one night per week beyond 6.00pm if directed by RMIT. RMIT may not make such a direction where a teacher has primary care responsibilities, in which case agreement of the teacher is required.

Working outside the span of ordinary hours

A teacher may be requested to perform duties as part of their ordinary hours of work outside the span of ordinary hours.

This can only occur in consultation with the teacher.

Subject to prior approval for the work to be performed the teacher shall be paid a loading for the hours worked outside the span of ordinary hours.

For each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate shall be paid.

For each hour worked on a Monday to Saturday after 10pm, a loading of 75% of the ordinary hourly rate shall be paid.

For each hour worked on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.

For each hour worked on a public holiday, a loading of 150% of the ordinary hourly rate shall be paid.

Excess Teaching Duty Hour (ETDH)

A teacher may refuse to work ETDH, but may not unreasonably refuse.

AEU advice on ETDH is located under 'Excess teaching duty hours' on page 24 of this guide.

ETDH clauses are located in the agreement at clause 51.

Workload allocation and categories

Workload allocation Clause 47

Workload categories Clause 47.2

Page 41

Workload allocation

Clause 47

Full-time teachers will generally perform 1748 work hours (or pro rata for part time teachers) based on the following assumptions.

- 38 hours per week x 46 weeks (1748 hours)
- 38 hours per week x 4 weeks (152 hours) of annual leave; and
- 7.6 hours per day x 11 days (83.6 hours) of public holidays

Workload Categories

Clause 47.2 defines workload categories as teaching duty hours (TDH), teaching-related duty hours (TRDH) and service duty hours (SDH).

Teaching duty hours (TDH)

As defined by Clause 42(a), TDH mean sessions of instruction and/or supervision and/or direct observation of students, including observation for the purpose of assessment; whether delivery at a campus of the employer or elsewhere and whether delivered in person or by other means.

The maximum number of TDH which may be allocated in a teacher's workload management plan is 800 hours in the annual teaching period.

TDH may be less than the maximum having regard to teaching-related duty hours and service duty hours to be performed. TDH generally range from 16 to 21 TDH per week.

Consultation and agreement are required for any allocation of more than 21 hours TDH in any one week. Such an agreement must not provide for an average of more than 21 hours per week over a semester (Clause 47.2(x)).

Teaching-related duty hours (TRDH)

As defined by Clause 42(b), TRDH refers to those duties (preparation, assessment, correction and student consultation) directly related to the allocated TDH.

Student consultation includes individual or

learning collective dialogue with students that is directly related to a competency or learning outcomes associated with the allocated teaching load and includes such things as communication through the learning management system (Canvas) and the management of equitable learning plans.

The minimum number of TRDH is 0.5 hours for each TDH allocated.

When allocating TRDH consideration must be given to:

- the complexity of the allocated teaching load (including student demographics, mode of delivery including the extent of work integrated learning and the number of programs/units of competency/modules in which the teacher is allocated TDH.
- the amount of curriculum revision required
- the number of students in each class
- the nature of the assessment required
- any other relevant factors.

Service duty hours (SDH)

As defined by Clause 42(c), SDH includes any duties within the scope of a teacher's position which are not TDH or TRDH. The SDH must contain a minimum of 50 hours of professional development (clause 47.2(c)(iv)). Any work-related travel is considered a SDH (clause 47.2(c)(ii)).

Considerations

Any time allowance or program management/co-ordination responsibilities (Clauses 47.3-47.8) should also be factored into workload allocation and are to be deducted from the maximum teaching duty hour. Refer to implementation advice under 'Allowances' for more information.

These three components of a teacher's work are to be negotiated and agreed between the manager and the teacher at the start of the year as part of a teacher's workload management plan (Refer to workload management plan

implementation advice and the workload management plan, and agreement clause 46).

The employer and the teacher must consider the following factors as they apply to each type of work:

- the equitable distribution of work within the program area
- the relative importance of the various types of work to be undertaken
- the time required to do the work
- the range and frequency of the tasks to be performed
- the classification, qualifications, training and experience of the teacher
- the work required in relation to preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.

Changes from previous agreement

- The definition of teaching duty hours has been expanded to include direct observation of students, including observation for the purposes of assessment.
- Teaching related duty hours and service duty hours are new terms.
- There are stronger provisions to support workload planning.
- There is an increase in the minimum professional development hours from 30 to 50 per year.

Keep in mind:

Teachers are only required to attend their work location for up to 30 hours per week (pro rata for part time) for up to 42 weeks per year. An individual teacher may agree with their employer to attend beyond these times.

Action points for members:

- Always ask if you are required to be available to meet with students outside of formal timetabled sessions, including where a course's delivery has been 'compressed' or 'shaved'. This should be factored into your workload management plan.

- Remember, any work that falls within the definition of teaching beyond 21 hours (or rostered hours) may attract excess teaching duty payment.
- Ensure you have a workload management plan that is reviewed regularly.
- Seek advice from your AEU rep, or call the AEU Member Support Centre on (03) 9417 2822.

Action points for RMIT:

- Consult teaching staff regarding changes to teaching allotments.
- Use an individual's workplan to consider any requirement for a change in the allocation of teaching, e.g. providing more rostered time with students outside of classroom.
- Provide rostered time for teachers to consult with students where required.

CASE STUDY

Anna's work

After a conversion from ad hoc casual work to full-time ongoing employment, Anna's allocation of classes now brings her rostered teaching sessions to the maximum of 21 hours per week. Her classes are predominantly made up of students who speak English as an additional language and varying learning capabilities – moving student learning beyond the timetabled class time.

So that her students can successfully complete the course, Anna is required to make herself available for an additional hour every Thursday afternoon to work with students, so they can complete their assessment tasks.

The required extra hour fits within the definition of consultation under the teaching-related duty hour and must be factored into her workload management plan.

Workload management plan

Clause 46

Page 40

A completed annual workload management plan must consider the complex nature of teaching and learning and each individual teacher's required work. Teachers should have the opportunity to perform all their duties within a reasonable timeframe and students should have ready access to their teachers.

A workload management plan provides teachers and management with certainty in their planning and organising. It minimises any possible disputes and gives protection from work overload.

A good working knowledge of the agreement is essential to make workload planning an effective tool in managing workloads. Duties and associated hours allocated in an annual workload management plan will be determined by consultation and agreement in writing between the employer and the teacher. An agreed work management plan may be varied at any time by agreement and signed off accordingly.

Planning for a manageable workload, which is achievable and fair is best done by:

- individual and collective consultation with line manager (to ensure an appropriate and equitable distribution of workload within a workgroup)
- each teacher having an annual workload management plan (WMP) prior to the commencement of the applicable teaching period
- ensuring the WMP reflects a fair, transparent, reasonable and equitable workload in accordance with the Agreement's clauses
- the teacher and line manager being jointly responsibly for regularly reviewing the WMP – and adjusting allocated duties as necessary.

Changes from previous agreement

- Inclusion of a workload dispute process.
- Clearer provisions to support workload planning.

A teacher's work is made up of various components that fall within three categories as outlined in the workload categories (Clause 47) of the agreement or under the heading Workload Allocation and Categories in the implementation section:

- teaching duty hours (TDH) – maximum 800hrs
- teaching-related duty hours (TRDH) – minimum of 400hrs
- service duty hours (SDH). – minimum of 548 hours (which may include ETDH).

These provisions apply on a pro rata basis.

Each teacher must have an annual workload management plan (WMP) prior to the commencement of the applicable teaching period.

Where no agreement can be reached the workload dispute process should be followed (Clause 46.5) as per advice outlined in the Dispute Resolutions Advice in this Implementation Guide.

Workload Management Consultation Committees (WMCC)

Clause 46

Each college is required to have a workload management consultation committee comprising of relevant managers and elected Teacher representatives.

The role of the WMCC is to assist in the development of a teaching workload management framework for their college and discuss issues of general concern relating to workload management within the college.

AGREED WORKPLAN		
A	Teaching duty hours	800hrs
B	ii. Teaching related duty hours (preparation, planning, assessment and curriculum development)	400hrs
C	Service duty hours	548hrs
	Total	1,748hrs

TEACHING DUTY HOURS – 800 hrs

The 800 teaching duty hours means sessions of instruction and/or supervision and/or direct observation of students, including observation for the purposes of assessment.

B. TEACHING-RELATED DUTY HOURS – 400 hrs

Includes time for preparation, assessment, correction and student consultation directly related to the Teaching Duty Hours.

C. SERVICE DUTY HOURS – 548 hrs

Employer and teacher agree on the allocation of hours for:

- institute and regulatory compliance
- industry and community engagement
- planning and curriculum development not directly related to a teacher's classes
- a minimum of 50 hours of professional development activities, including retraining and industry release opportunities
- maintaining teaching and vocational currency
- program-related applied research and innovation
- other duties including travel and meetings.

Where agreement cannot be reached, refer to dispute resolution flowchart on page 23.

It is critical that when negotiating your individual workload management plan, you clearly ask if there is an expectation that you are required to meet with students outside of timetabled classes.

These hours, if required, are part of the allocated teaching hours.

CASE STUDY

Sarah's work

Sarah has been employed as a part-time staff member at the institute, working 0.6 EFT. Prior to finalising her annual workload management plan with her manager, she approached her AEU representative to work out her teaching requirements.

She was advised that, as a part-time staff member, she is entitled to have provisions of the agreement applied on a pro rata basis, based on the proportion of her teaching load.

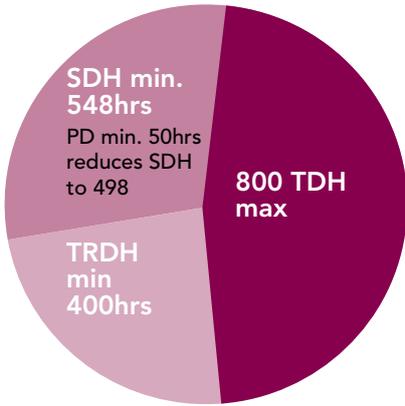
Hence, provided Sarah agrees with the proposed workload management plan arrangement with the manager, her requirements will consist of 1048.8 hours, made up of:

- 720 teaching duties hours
- 232.8 teacher related duty hours and
- 96 service duty hours.

In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work between teachers within the program.

Workload allocation – teacher without time allowance

The maximum allocation of all duties (teaching duty hours, teaching-related duty hours and service duty hours) is 1748 hours for a full-time teacher.



This example without time allowances

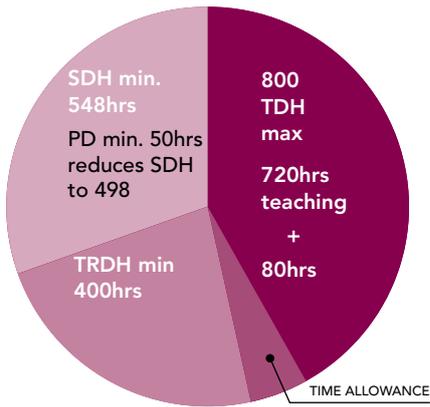
A teacher may attend at a specific work location for a maximum of 30 hours per week for up to 42 weeks per year.

= 1748hrs (FT)

- Teaching duty hours
- Teaching-related DH
- Service DH

Workload allocation – teacher with time allowance

Note that the time allowance has been accommodated by a reduction in the teaching duty hour.



Example with an 80 hour time allowance

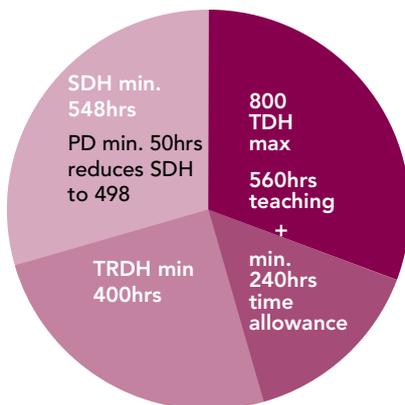
A teacher may attend at a specific work location for a maximum of 30 hours per week for up to 42 weeks per year.

= 1748hrs (FT)

- Teaching duty hours
- Time allowance
- Teaching-related DH
- Service DH

Workload allocation – program manager/coordinator

Note that the time allowance for these roles is accommodate by a reduction to the teaching duty hour.



Example with an 80 hour time allowance

A teacher may attend at a specific work location for a maximum of 30 hours per week for up to 42 weeks per year.

= 1748hrs (FT)

- Teaching duty hours
- Time allowance
- Teaching-related DH
- Service DH

RMIT Vocational Education Workplace Agreement 2019



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Melbourne Institute of Technology T/A RMIT University
(AG2019/814)

RMIT VOCATIONAL EDUCATION WORKPLACE AGREEMENT 2019

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 30 MAY 2019

Application for approval of the RMIT Vocational Education Workplace Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *RMIT Vocational Education Workplace Agreement 2019 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the Royal Melbourne Institute of Technology T/A RMIT University. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australian Education Union (Victorian Branch) and the National Tertiary Education Union being a bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover their organisation. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 June 2019. The nominal expiry date of the Agreement is 31 January 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2019/814

Applicant:

Royal Melbourne Institute of Technology (RMIT)

Section 185 – Application for approval of a single enterprise agreement

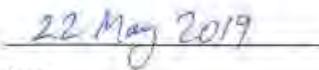
Undertaking- Section 190

I, Gus Lancaster - Principal Advisor, Policy and Workplace Relations for RMIT University give the following undertakings with respect to the RMIT Vocational Education Workplace Agreement 2019 (**Agreement**):

1. I have the authority given to me RMIT University to provide this undertaking in relation to the application before the Fair Work Commission.
2. RMIT University undertakes that any person who is employed on a part-time basis will only perform work in addition to their contracted hours where this occurs by agreement recorded in writing or in accordance with clause 51 of the Agreement.
3. RMIT University undertakes that any person who:
 - a. is employed as a casual employee to deliver a tutorial or repeat tutorial in relation to an Associate Degree program; and
 - b. holds a Doctorate,will be paid at the rate set out in item 2 of Schedule 1 of the Agreement for a lecture of repeat lecture respectively (rather than the rate for a tutorial or repeat tutorial).
4. These undertakings are provided on the basis of issues raised in the application before the Fair Work Commission.



Signature



Date

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

RMIT VOCATIONAL EDUCATION WORKPLACE AGREEMENT 2019

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DICTIONARY

In this Agreement, unless a contrary intention appears:

Aboriginal and Torres Strait Islander means any person who is of Aboriginal and/or Torres Strait Islander descent, who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

Agreement means this RMIT Vocational Education Workplace Agreement 2019.

Associate Degree means any program so described, and which is intended subsequently to be accepted without discount towards a degree.

Base Rate of Pay has the meaning given by the FW Act.

Casual Employee means a person engaged by the hour and employed on an irregular basis or for a short period of time.

Continuing Employment means all full-time or part-time employment other than employment on a Fixed-term or Casual basis.

Continuous Service has the meaning given by the FW Act.

Employee means a person employed under this Agreement.

Employer or RMIT or University means RMIT University.

Fixed-term Employment means employment for a specified term or ascertainable period.

Full-time Employee means an Employee (other than a Casual Employee) employed for 38 ordinary hours per week.

Full Rate of Pay has the meaning given by the FW Act.

FW Act means the *Fair Work Act 2009* (Cth) as amended from time to time or its successor.

FWC means the Fair Work Commission or its successor.

Ordinary hourly rate means:

$$\frac{\text{annual salary}}{365.25} \times \frac{7}{38}$$

Parties means the persons to whom the Agreement applies.

Part-time Employee means an Employee (other than a Casual Employee) employed for less than 38 ordinary hours per week.

Relevant Delegated Authority means an individual, or position, identified by the University as having the authority to make decisions or determinations in specified circumstances.

Relevant Senior Officer means the relevant Vice-President, or member of the Vice-Chancellor's Executive, or their delegate.

Representative means a person who represents and advocates on behalf of an Employee, or the University, in a process under this Agreement. A Representative cannot be a practising solicitor or barrister unless that person is also an RMIT employee or an employee of an industrial association.

Superannuation Guarantee Legislation means the *Superannuation Guarantee (Administration) Act 1992* (Cth) including regulations and subordinate legislation, as modified or replaced from time to time.

TAFE means Technical and Further Education.

Union(s) means the union(s) covered by this Agreement.

VECG means the Vocational Education Consultative Group established under **clause 36** of this Agreement.

Vocational Education Employees means the Teachers and Senior Educators described in the classifications listed in **SCHEDULE 1 – SALARIES** to this Agreement.

CHAPTER ONE

PART A – HOW THIS AGREEMENT OPERATES

1 AGREEMENT TITLE

- 1.1 This Agreement will be known as the *RMIT Vocational Education Workplace Agreement 2019*.

2 TAKING EFFECT

- 2.1 This Agreement will come into force seven days after approval by the FWC.
2.2 This Agreement will have a nominal expiry date of 31 January 2022.

3 COVERAGE

- 3.1 This Agreement covers:
- (a) the University;
 - (b) the National Tertiary Education Union, subject to the provisions of section 201(2) of the FW Act;
 - (c) the Australian Education Union, subject to the provisions of section 201(2) of the FW Act; and
 - (d) Vocational Education Employees.
- 3.2 For the avoidance of doubt, this Agreement does not cover employees who are:
- (a) covered by the *RMIT University Enterprise Agreement 2018* or its successor; or
 - (b) employed by RMIT Training Pty Ltd.

4 OPERATION

- 4.1 It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before 31 January 2022.
- 4.2 This Agreement supersedes, operates to the exclusion of and wholly replaces any previous certified agreements, awards of the Australian Industrial Relations Commission, Fair Work Australia or the FWC and any industrial agreements which may otherwise, but for this clause, apply to those employees whose employment falls within the scope of this Agreement unless specifically referred to in this Agreement.
- 4.3 This Agreement is not intended to exclude any provision of the National Employment Standards in the FW Act, except to the extent permitted by law. To the extent that a term of this Agreement is inconsistent with section 55 of the FW Act, the term will be read and interpreted so that it is consistent with section 55 of the FW Act.
- 4.4 A copy of the Agreement will be available on the University website including as a single document in downloadable and searchable format.

5 ANTI-DISCRIMINATION

- 5.1 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.
- 5.2 Accordingly, in fulfilling its obligations under the Disputes clause, RMIT must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 5.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under 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 Australian Human Rights Commission;
 - (c) the exemptions in s.351(2)(b) and (c) of the FW Act.

6 OCCUPATIONAL HEALTH AND SAFETY

- 6.1 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 the Employee's own health and safety and for the health and safety of anyone else who may be affected by the Employee's acts or omissions at the workplace.
- 6.2 RMIT acknowledges its obligations under occupational health and safety legislation, regulations, codes of practice and guidelines.

7 VARIATION

- 7.1 This Agreement can only be varied in accordance with the provisions of the FW Act or its successor.

8 INDUSTRIAL RELATIONS PRINCIPLES

- 8.1 The Parties commit themselves to the following industrial relations principles:
- (a) cooperative and consultative relationships;
 - (b) mutual respect, trust and preparedness to consider alternative viewpoints;
 - (c) mutual problem solving focusing on long term gains for all parties;
 - (d) a progressive culture which aims to achieve high performance with effective workplace partnerships; and
 - (e) recognition of an appropriate role for workplace representatives.

9 DISPUTES

- 9.1 It is agreed that all Employees, the Unions and the University have an interest in the proper application of this Agreement and in the timely resolution of industrial disputes. Where any dispute arises under, or as to the operation or application of this Agreement or in relation to the National Employment Standards the following procedure will apply.

Step 1

- 9.2 In the first instance one or more Employees and/or their Representative, who may be a Union, shall discuss the dispute with the relevant supervisor and/or an appropriate representative of the University and attempt to reach an agreed resolution. The RMIT Branch President of the NTEU or the AEU Representative may raise a dispute directly with the Relevant Delegated Authority.

Step 2

- 9.3 If not settled at this stage, then the matter may be discussed further between the Employee's Representative and a Representative of the University.
- 9.4 Should the dispute not be resolved by the processes referred to above or if either party fails to engage in the processes referred to above or if the matter is urgent in character, then the dispute may, at the election of either party, be referred to the FWC for resolution.

Step 3

- 9.5 The FWC may resolve the dispute through conciliation and/or arbitration. Subject to the right of any party to appeal a decision, the parties agree to be bound by and implement any order, decision or other form of settlement of the FWC.

Other matters

- 9.6 Where the above procedures are being followed, parties to the dispute will not take any action to exacerbate the dispute and work will continue normally. No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 9.7 Any dispute pursuant to the Workload Planning provisions of this Agreement shall be dealt with in accordance with that clause.
- 9.8 Any dispute relating to a bona fide safety issue may be dealt with in accordance with relevant health and safety legislation without compliance with this clause.

PART B – ENGAGEMENT UNDER THIS AGREEMENT

10 TYPES OF EMPLOYMENT

- 10.1 Employees under this Agreement will be employed in one of the following types of employment:
- (a) Continuing Employment on a full-time or part-time basis; or
 - (b) Fixed-term Employment on a full-time or part-time basis; or
 - (c) Casual Employment.

11 COMMITMENTS

- 11.1 The Parties recognise the preferred mode of employment as being Continuing Employment. 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 Continuing Employment.
- 11.2 The University will not use Casual Employment in circumstances which require significant numbers of hours per week for the conduct of long-term regular and systematic work.

12 CONTRACT OF EMPLOYMENT

- 12.1 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) usual work location;
 - (f) the duties and reporting relationships to apply upon appointment;
 - (g) the other main terms and conditions of employment applicable to the Employee including the documentary or other recorded sources from which such conditions derive;
 - (h) for a Fixed-term Employee, the reasons for the fixed-term contract of employment;
 - (i) 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.
- 12.2 An Employee may apply to RMIT for a temporary adjustment of their position time fraction. RMIT will not unreasonably refuse a request 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 RMIT's 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.

- 12.3 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.

13 FIXED-TERM EMPLOYMENT

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

- (a) Replacement of staff on leave is required;
- (b) Funding in addition to regular government funding has been made available for a specified program or project and for an ascertainable period and the Employee is predominantly engaged for that specified program or project and that period;
- (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.

- 13.2 The first six months of employment of an Employee employed on a fixed-term contract will be on probation unless the Employee has previously been employed by the University on a fixed-term contract in a substantially similar role. During the probation period, either party may terminate the employment by the provision of four weeks' notice. The University may make a payment in lieu of giving notice.

- 13.3 Where an Employee (the Replacement Employee) is employed to replace an Employee for the duration of that Employee's parental leave, the Replacement Employee's employment may be terminated prior to the date specified in the letter of appointment by the University providing the Replacement Employee with six weeks' notice or payment in lieu if:

- (a) the Employee on parental leave returns to duty in accordance with **clause 29.6** of this Agreement;
- (b) the pregnancy of the Employee on parental leave ends (other than by the birth of a living child) or the child dies and the Employee returns to work in accordance with section 77A of the FW Act; or
- (c) the Employee on parental leave ceases to have responsibility for the care of the child and the Employee returns to work in accordance with section 78 of the FW Act.

- 13.4 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 Continuing Employment and RMIT shall not unreasonably reject such an application.

- 13.5 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:

Number of weeks of appointment x 21 hours per week.

14 PART-TIME EMPLOYMENT

- 14.1 Unless otherwise specified, the provisions of this Agreement apply on a pro-rata basis to Employees employed less than 38 hours per week.

15 NOTICE OF TERMINATION OF CONTINUING EMPLOYMENT

- 15.1 Other than in circumstances of redundancy, a Continuing Employee's employment may be terminated by either party giving five weeks' notice in writing or, in the case of RMIT, payment in lieu thereof.

16 CASUAL EMPLOYMENT

- 16.1 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.
- 16.2 For the purposes of **clause 16.1**, '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.
- 16.3 A Casual Employee shall be paid the appropriate rate as set out in **SCHEDULE 1 – SALARIES**, 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.
- 16.4 The rates set out in **SCHEDULE 1 – SALARIES** include a casual loading of 25% in lieu of benefits under this Agreement to which Casual Employees are not entitled.
- 16.5 The minimum engagement will be two hours.
- 16.6 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 12**.
- 16.7 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.
- 16.8 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 16.2(b)** above provided the Employee is paid at the rate prescribed by this Agreement.

- 16.9 The leave entitlements for Casual Employees are set out in **PART D - LEAVE** of this Agreement.
- 16.10 The allocation of duties for a Casual Employee will be consistent with **clauses 47.2(a)(ix) and 47.2(a)(x)** of this Agreement.
- 16.11 RMIT must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this **clause 16**. The rights of RMIT to engage or not engage a Casual Employee are otherwise not affected.

CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

General

- 16.12 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- 16.13 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.
- 16.14 RMIT shall also take reasonable steps from time to time to inform Casual Employees of the conversion provisions of this Agreement.
- 16.15 An eligible Casual Employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.
- 16.16 The VECG as described in **clause 36** will monitor the implementation of this clause. To facilitate this monitoring, RMIT shall provide to the VECG relevant data no less frequently than every 12 months.

Eligibility for conversion

- 16.17 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.
- 16.18 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

- 16.19 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

- 16.20 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.
- 16.21 Conversion may be to either Continuing or Fixed-term Employment in accordance with **clause 10** 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 12** of this Agreement.
- 16.22 Employees converted under this clause will not have their casual service count as service for any entitlement to which they were not entitled as a Casual Employee.

Further applications

- 16.23 An Employee whose application for conversion is rejected will be entitled to apply again within 12 months where:
- (a) that rejection was solely based upon the ground set out in **clause 16.19(b)**; and
 - (b) that ground has ceased to apply.

PART C – EMPLOYEE BENEFITS

17 RATES OF PAY

- 17.1 Employees shall be paid no less than the rate appropriate to their classification as specified in **SCHEDULE 1 – SALARIES**.
- 17.2 The commencing salary of an Employee shall be determined by RMIT in accordance with **SCHEDULE 4 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY**.

Pay increases

- 17.3 Employees will receive the following pay increases:
- (a) 1.5% salary increase to be paid on the first full pay period commencing on or after 1 February 2019;
 - (b) 1.5% salary increase to be paid on the first full pay period commencing on or after 1 May 2019;
 - (c) 2.8 % salary increase to be paid on the first full pay period commencing on or after 1 November 2019;
 - (d) 2.8% salary increase to be paid on the first full pay period commencing on or after 1 May 2020;
 - (e) 2.8% salary increase to be paid on the first full pay period commencing on or after 1 November 2020;
 - (f) 2.8% salary increase to be paid on the first full pay period commencing on or after 1 May 2021; and
 - (g) 2.8% salary increase to be paid on the first full pay period commencing on or after 1 November 2021.

18 SALARY PACKAGING

- 18.1 In accordance with Government policy, taxation legislation and RMIT policy, Employees may elect to salary package employment benefits including superannuation in lieu of salary provided that their salary as specified in **SCHEDULE 1 – SALARIES** shall be used for calculating all benefits or entitlements upon cessation of employment. While the provisions of this clause are available to all Continuing and Fixed-term Employees, Casual Employees may only salary sacrifice superannuation contributions.
- 18.2 Participation in salary packaging is voluntary. Employees should seek independent advice as to whether any salary packaging arrangement is suitable for them. An Employee may withdraw from a salary packaging arrangement at any time by the provision of one month's notice to the University.
- 18.3 If legislative or other changes result in increased cost of salary packaging to the University, the University may elect to terminate a salary packaging agreement with an Employee, unless the Employee elects to pay the additional cost (or increases the amount of salary sacrificed).

- 18.4 The University will not be responsible for any loss or disadvantage suffered by the Employee arising from:
- (a) the cessation of any benefits;
 - (b) any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of this clause;
 - (c) the termination of an individual salary package by the Employee in accordance with this clause; or
 - (d) the University arranging for a third party to provide benefits to or for the benefit of the employee or an associate of the Employee, unless such loss:
 - (i) directly arises from the terms and conditions of the agreement between the University and the third party; and
 - (ii) could have reasonably been foreseen and prevented by the University; and was beyond the control of the Employee.
- 18.5 If a salary packaging agreement is discontinued, or if the Employee's services with the University terminate, the University will be entitled to recover any payment of salary and benefits granted in advance, including by making deductions from an Employee's salary or other monies payable upon the Employee's termination.

19 SUPERANNUATION

- 19.1 Subject to **clause 19.3**, RMIT will make employer superannuation contribution payments equivalent to those required by Superannuation Guarantee Legislation to a complying superannuation fund for all Employees who are members of an accumulation superannuation scheme regardless of age.
- 19.2 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 19.1** above to the Employee.
- 19.3 Where an Employee has, prior to the commencement of this Agreement, elected to receive Additional Employer Superannuation Contributions, the Employee will be entitled to receive employer superannuation contributions at the rate of 12% (inclusive of the superannuation guarantee percentage required by the Superannuation Guarantee Legislation from time to time).
- 19.4 Employees (other than Casual Employees) who do not receive Additional Employer Superannuation Contributions will receive an Opt-Out Payment of the difference from time to time between 12% and the superannuation guarantee percentage required by the Superannuation Guarantee Legislation as a percentage of their salary. For the avoidance of doubt, if the superannuation guarantee percentage is equal to or greater than 12%, no Opt-Out Payment will be paid.
- 19.5 An Employee may, in accordance with **clause 18**, enter into a salary packaging arrangement to receive superannuation in lieu of their salary. For example, an Employee may enter into a

salary packaging arrangement so that their rate of superannuation contribution is 17% instead of 12%.

20 ACCIDENT MAKE-UP PAY

- 20.1 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.
- 20.2 Where the insurer subsequently accepts liability, the Employee shall have any sick leave taken in respect of that injury or illness re-credited.
- 20.3 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. Superannuation contributions continue to be made when Employees are in receipt of accident make-up pay.
- 20.4 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.
- 20.5 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.

21 JOURNEY PERSONAL ACCIDENT INSURANCE

- 21.1 The University will provide journey personal accident insurance to cover Employees for personal injuries solely and directly occurring while engaged in a direct journey between the bounds of their normal residence and place of employment for the purposes of starting or ending their day's work.

22 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 22.1 This clause constitutes the flexibility term referred to in section 202 of the FW Act.
- 22.2 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 49** provided that:
 - (i) the flexibility arrangement specifies alternative ordinary hours of work for that Employee;
 - (ii) any reference to "ordinary hours" in **clauses 50 and 51** will be taken to be a reference to "ordinary hours" specified in the flexibility arrangement; and
 - (iii) **clauses 50 and 51** apply to the employee's ordinary hours as redefined.

22.3 RMIT must ensure that:

- (a) the arrangement meets the genuine needs of RMIT and the Employee in relation to the matter mentioned in **clause 22.2**;
- (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.

22.4 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 Employee would be if no arrangement was made.

22.5 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.

22.6 RMIT or the Employee may terminate the arrangement:

- (a) by giving not less than 28 days' written notice of termination to the other party and the arrangement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between RMIT and the individual Employee.

22.7 RMIT will report annually to the VECG 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.

23 FLEXIBLE WORKING ARRANGEMENTS

- 23.1 This clause applies where an Employee makes a request for a change in working arrangements under s.65 of the FW Act.
- 23.2 Before responding to such a request in accordance with the FW Act, RMIT will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the needs of the Employee arising from their circumstances;
 - (b) the consequences for the Employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 23.3 If no agreement is reached on a change in working arrangements, RMIT's written response under s.65(4) of the FW Act will include:
- (a) the business ground or grounds for the refusal and how the ground or grounds apply; and
 - (b) a statement of whether or not there are any changes in working arrangements that RMIT can offer the Employee so as to better accommodate the Employee's circumstances.
- 23.4 If agreement is reached on a change in working arrangements different from that initially requested by the Employee, RMIT will provide a written response to the Employee's request setting out the agreed changes in working arrangements including the start and end dates and the review date (which must be no later than one year after the start date).
- 23.5 Disputes about whether RMIT has discussed the request with the Employee and responded in accordance with this clause may be dealt with under **clause 9**.

24 FAMILY VIOLENCE SUPPORT

- 24.1 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.
- 24.2 If an Employee has requested assistance then, subject to that Employee providing proof, the Employee will have access to 20 days per year of paid special leave (under **clause 30.23**) 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).
- 24.3 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.

24.4 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.

PART D - LEAVE

25 ANNUAL LEAVE

Entitlement to annual leave

- 25.1 An Employee will be entitled to 20 days' annual leave for each year of service, calculated pro-rata, which accrues progressively according to the Employee's ordinary hours of work.
- 25.2 No deduction will be made from annual leave credits for any holiday as prescribed in **clause 31** that falls within a period of annual leave.
- 25.3 Annual leave accrued but not taken will be paid to an Employee upon the termination of employment or to the Employee's legal representative in the event of death. Payment will be made for each completed year of service plus a pro-rata amount for the current year, calculated on a daily basis according to the Employee's ordinary hours of work.
- 25.4 Annual leave granted in advance before accrual will, where the Employee leaves the University's service, be deducted from termination payments or otherwise repaid by the Employee.
- 25.5 Annual leave is to be taken at a mutually agreed time having regard to operational requirements and the Employee's wishes, provided that the Employee will be entitled to take the leave as a single continuous period.
- 25.6 It is expected that 20 days' leave will be taken during the year in which it is accrued.
- 25.7 The University will advise each Employee of their accrued leave credits and will notify an Employee when the balance exceeds 25 days. Within 20 working days of receiving this notification, the Employee will submit a leave plan to their line manager that reduces and maintains the balance to 20 or fewer days. The plan will not be unreasonably refused by their line manager. Where agreement is not reached or the Employee fails to submit the plan by the due date, the University will direct the Employee to take any leave over 20 days on dates nominated by the University and the leave balance will be adjusted accordingly.
- 25.8 The University may direct Fixed-term Employees to take their full annual leave entitlement during the term of the contract.

Annual leave loading

- 25.9 An annual leave loading of 17.5% of four weeks' ordinary time earnings will be paid to full-time Employees.
- 25.10 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.
- 25.11 The annual leave loading shall be paid in the first pay day in December of each year, or such other date as may be agreed by the VECG, in respect of the year 1 December to 30 November.
- 25.12 Upon termination of employment with RMIT, an Employee will be paid the annual leave loading on a pro-rata basis.

Cashing out of annual leave

- 25.13 Notwithstanding **clauses 25.6** and **25.7**, where an Employee has more than 40 days of accumulated annual leave, the University and the Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee provided that:

- (a) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause;
- (b) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 25 days; and
- (c) The Employee must submit, and have approved, a leave plan that makes provision for the utilisation of at least 10 days of the remaining annual leave balance.

25.14 Leave cannot be cashed out on more than one occasion in any 12 month period.

25.15 The Employee will be paid the full amount that would have been payable had the Employee taken the leave.

Purchased leave

25.16 With the University's agreement, Continuing and Fixed-term Employees may elect to purchase leave of between one and six whole weeks in any calendar year.

25.17 Purchased leave must be taken within the calendar year, in addition to standard annual leave entitlements. Purchased leave must be included in an Employee's Workload Management Plan. The University will normally only agree to purchased leave where it and the standard annual leave are taken outside of the Annual Teaching Period.

25.18 Purchased leave arrangements are subject to annual review and approval by the University.

25.19 Where leave is purchased, the Employee will be paid for the reduced number of weeks over the 52 weeks of the year and all paid leave during that year will accrue at the rate equivalent to the arrangement (eg 48/52 of the employee's previous salary).

25.20 Where an Employee is being paid under these provisions and their employment terminates, the University will either provide additional payment to the Employee or recoup payment, so that the Employee is paid for duties actually carried out up to the date of termination of employment.

25.21 The University will refer an Employee to their superannuation fund for advice on any implications of the arrangement prior to the Employee entering into a purchased leave arrangement.

26 PERSONAL / CARER'S LEAVE

26.1 An Employee is entitled to 15 days' paid leave when they are not fit for work because of personal illness or injury for each year of service, credited 12 months in advance. Unused personal leave will be cumulative.

26.2 Where practicable, an Employee taking personal leave will notify RMIT within three hours of commencing leave and give an estimate of the duration of leave.

26.3 Proof of illness or injury, or fitness to return to duty following an illness or injury, will be provided by an Employee when requested by the University.

26.4 Where the University has requested proof of illness or injury and the Employee has failed to provide that proof within 10 working days of the request, the Employee will be deemed, for payroll purposes, to have been on unpaid personal leave from the commencement of that leave. In the event that proof of illness, sickness or injury is provided at a later time, the Employee's

unpaid leave will be converted to paid leave in accordance with the University's leave policies and provisions. At the Employee's request, the leave will be deducted from annual leave credits.

- 26.5 No deduction from personal leave credits will occur for public holidays during a period of personal leave.
- 26.6 An Employee who becomes ill or injured during a period of annual leave or ill or injured for a total of three or more days during a period of long service leave may apply for personal leave for those days and have the corresponding number of days of annual/long service leave re-credited provided that they provide satisfactory proof of the illness or injury.

Providing care or support to a member of the employee's immediate family or household

- 26.7 An Employee is entitled to use any of their entitlement to paid personal leave for the purposes of caring for or supporting a member of the Employee's immediate family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, who requires support because of:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 26.8 In such cases proof of the requirement for support must be supplied when requested.
- 26.9 Where there is no entitlement to paid leave, Employees (including Casual Employees) are entitled to up to 2 days' unpaid leave per occasion to care for a member of their family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, in cases of their illness or injury or unexpected emergencies.

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

- 26.10 The University shall recognise the cumulative personal leave credits to a cap of 15 days 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.
- 26.11 Any claim for recognition of cumulative personal leave must be made within six months of the date of appointment.
- 26.12 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.

27 COMPASSIONATE LEAVE

- 27.1 Employees are entitled to three (3) 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 that poses a serious threat to his or her life;
 - (b) sustains a personal injury that poses a serious threat to his/her life; or
 - (c) dies.
- 27.2 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.
- 27.3 Such leave does not have to be taken consecutively.
- 27.4 RMIT will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.
- 27.5 An Employee, other than a Casual Employee, will be granted compassionate leave in accordance with this clause without loss of pay.
- 27.6 For Casual Employees, compassionate leave is unpaid leave.
- 27.7 An Employee may take unpaid compassionate leave or be granted additional leave with or without pay by agreement with RMIT.

28 LONG SERVICE LEAVE

Basic Entitlement

- 28.1 An Employee is entitled to 13 weeks' long service leave with pay on completing ten years of continuous employment (as defined in section 12 of the *Long Service Leave Act 2018* (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 28.10 – 28.12**, shall be recognised for the purpose of determining the long service leave entitlements of the Employee.
- 28.2 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.
- 28.3 An Employee's service with previous employer/s, as provided in **clauses 28.10 – 28.12**, shall count as service for the purpose of satisfying the time requirement in **clauses 28.1 and 28.2** above.

Meaning of continuous employment for casual Employees

- 28.4 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 12 of the *Long Service Leave Act 2018* (Vic).

Pro-rata access

- 28.5 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

- 28.6 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; or
 - (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

- 28.7 No deduction from long service leave credits will occur for any public holiday observed by RMIT during a period of long service leave.

Time of Taking Leave

- 28.8 Provided an Employee provides six months' written notice, a request for long service leave will not be unreasonably refused. Where less than six months' notice is provided, long service leave may be approved by agreement between the Employee and the Employee's manager.
- 28.9 For the avoidance of doubt, it is not unreasonable for a request for long service leave to be refused where the timing of the leave will result in the disruption of teaching by the Employee in more than one semester.

Recognised Service

- 28.10 Subject to **clause 28.12**, 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.
- 28.11 An Employee shall be entitled to have service with previous employers of the Employee as provided in **clause 28.10** 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 by RMIT on or after 30 August 1994 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.

28.12 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 28.1 – 28.2** such service shall be recognised;
- (b) Any period of service with an authority or institution specified in **clause 28.10** which preceded a break of more than twelve months in the Employee's continuous employment.

Payment for Leave

28.13 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.

28.14 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.

29 PARENTAL LEAVE

Entitlement to parental leave (Fixed Term and Continuing Employees)

29.1 Fixed Term and Continuing Employees are entitled to up to 52 weeks of parental leave in accordance with the FW Act. The leave will be unpaid leave unless the Employee is entitled to paid leave in accordance with this clause or otherwise accesses any paid leave entitlements to which the Employee is entitled.

Entitlement to parental leave (Casual Employees)

29.2 In accordance with the FW Act, a Casual Employee is entitled to up to 52 weeks of unpaid parental leave where the Employee has been employed by the University on a regular and systematic basis for a period of greater than 12 months and would have had a reasonable expectation of reemployment by the University if not for the birth or placement of a child.

Right to request additional unpaid leave

29.3 At the end of the period of leave referred to in **clauses 29.1** or **29.2**, an Employee may request up to an additional 52 weeks of leave in accordance with the FW Act. Any leave granted in accordance with such a request will be unpaid leave unless the Employee accesses any paid leave entitlements to which the Employee is entitled.

Taking parental leave

- 29.4 An Employee may take parental leave by giving eight weeks' written notice of the intended date of commencement and the intended period of leave to be taken.
- 29.5 An Employee may request to commence unpaid leave from 20 weeks prior to their expected due date up until 6 weeks prior to their expected due date or the arrival of the child into the household.

Changing the period of parental leave to be taken

- 29.6 Where approved by the University, an Employee may reduce the period of parental leave that the Employee has applied to take.
- 29.7 An Employee may extend the period of parental leave taken up to 52 weeks by giving ten days' written notice and request further unpaid leave in accordance with **clause 29.3** above.

Direction to take leave

- 29.8 The University may, subject to the FW Act, require a pregnant Employee to commence parental leave at any time within the 6 weeks prior to the expected date of birth of the child.

Paid Primary Carer's Leave

- 29.9 A Fixed Term or Continuing Employee is entitled to Paid Primary Carer's Leave in accordance with this clause if during the Relevant Period:
- (a) the Employee is pregnant and has commenced parental leave; or
 - (b) the Employee provides satisfactory evidence that the Employee is the Primary Carer of a child.
- 29.10 The Relevant Period commences:
- (a) in the case of a pregnant employee, up to six weeks prior to the expected date of birth but no later than the date of birth of the child; or
 - (b) in any other case, on the date of birth of the child or upon the arrival of the child into the household.
- 29.11 The Relevant Period ends depending on the Employee's length of continuous service at the time of the commencement of the Relevant Period in accordance with the table below:

TABLE 29.1 – END OF RELEVANT PERIOD

Length of continuous service at the time of commencement of the Relevant Period	Relevant Period ends when the following period of time has elapsed from commencement of the Relevant Period
3 or more years	24 weeks
At least 1 year but less than 3 years	Between 14 and 24 weeks (as calculated on a pro rata basis per completed month of service)
Less than 1 year	Up to 14 weeks (as calculated on a pro rata basis per completed month of service)

- 29.12 An Employee is entitled to Paid Primary Carer's Leave for that part of the Relevant Period for which the employee is the Primary Carer of child or is a pregnant employee and on leave.

- 29.13 A person is the Primary Carer of a child for a period if the child is in the person's care during that period and the person meets the child's physical needs more than anyone else in that period. Only one person can be a Primary Carer for a child at any one time.
- 29.14 Paid Primary Carer's Leave must be taken in a single continuous period.
- 29.15 If an Employee commences Paid Primary Carer's Leave after the commencement of the Relevant Period, the employee is only entitled to Paid Primary Carer's Leave for the balance of the Relevant Period.
- 29.16 An Employee may take some or all of their entitlement to Paid Primary Carer's Leave at half pay for twice the duration.
- 29.17 Where the Paid Primary Carer's Leave is taken at half pay, all leave and superannuation accruals during the period will also accrue pro-rata.
- 29.18 A Fixed Term Employee on Paid Primary Carer's Leave whose contract expires will not be eligible for further paid leave unless re-employed on Continuing or further Fixed-term Employment. The provision of parental leave will not be grounds for termination of a contract or for a refusal of further employment.

Special unpaid maternity leave

- 29.19 A pregnant Employee is entitled to a period of special unpaid maternity leave in accordance with the FW Act where the Employee is not fit for work because of a:
- (a) pregnancy-related illness; or
 - (b) the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child.

Returning to work

- 29.20 During parental leave, normal incremental advancement will continue.
- 29.21 On return to work from parental leave, an Employee will be entitled to the same substantive time fraction, classification and salary as applied at the commencement of the leave, with duties commensurate with the Employee's qualifications and experience and as similar as possible to those performed before taking leave.
- 29.22 In addition to **clause 29.21**, an Employee who, because of pregnancy, worked a reduced time fraction immediately prior to taking leave, will be entitled to the same time fraction, substantive classification and salary with duties commensurate with the Employee's qualifications and experience and as similar as possible to those performed before commencing that reduced time fraction.
- 29.23 An Employee returning to work from a period of parental leave greater than 24 weeks will, together with their line manager, develop a return to work plan to facilitate re-entry to the workforce and align with their stated career goals and the requirements of the University.
- 29.24 On return to work from a period of parental leave greater than 24 weeks, an Employee may, with University agreement, temporarily reduce their time fraction with an entitlement to revert to their substantive time fraction at an agreed date within five years following their return from parental leave. This entitlement is in addition to any other entitlement the Employee has under the FW Act to request flexible working arrangements.

Return to Work Bonus

- 29.25 The Return to Work Bonus is designed as an incentive to encourage Employees who have recently been on a period of Paid Primary Carer's Leave to return to the workplace.
- 29.26 An Employee who has been absent on parental leave for a period of:
- (a) not less than 24 weeks; and,
 - (b) not more than 104 weeks;
- and that period of parental leave included Paid Primary Carer's Leave, is entitled to a Return to Work Bonus in connection with their return to work.
- 29.27 An Employee is entitled to a Return to Work Bonus of one week of pay for each completed month of service following the return to work, to a maximum of 12 weeks' pay.
- 29.28 Where an Employee's time fraction has varied, the entitlement to Paid Primary Carer's Leave and the Return to Work Bonus is calculated on the weighted average of the time fraction over the preceding period of continuous service to a maximum of three years. Provided that any change in time fraction due to pregnancy-related issues or on return from parental leave, will not impact on calculation of subsequent parental leave and return to work bonus entitlements.
- 29.29 Should the Employee cease employment with RMIT within 12 months of returning to work, any amount paid in advance of accrual of the Return to Work Bonus in accordance with **clause 29.27** will be repaid by the Employee.
- 29.30 The Return to Work Bonus may be used:
- (a) as an allowance to supplement reduced salary due to reduced time fraction on return from parental leave; and/or,
 - (b) other assistance as approved by the University.

Paid Partner Leave

- 29.31 A Fixed-term or Continuing Employee who has or will have a responsibility for the care of a child but is not the Primary Carer of the child is entitled to 10 days of paid leave, which may be taken at any time within 6 months of the date of birth or placement of the child. The entitlement to leave is subject to the submission of any evidence that may reasonably be requested by the University.

Special Paid Leave

- 29.32 Where a pregnancy terminates by miscarriage or results in still-birth within 20 weeks of the expected date of birth, the Employee who was due to give birth will be entitled to Special Paid Leave for a period equivalent to half of the Paid Primary Carer's Leave to which they would have otherwise been entitled. Special Paid Leave is not considered to be Paid Primary Carer's Leave for the purposes of **clause 29.26**.

Transfer to safe job and no safe job leave

- 29.33 A pregnant Employee may be entitled to be transferred to a safe job or to 'no safe job leave' in accordance with the FW Act where the Employee is fit for work, but it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness, or risks arising out of the Employee's pregnancy; or hazards connected with that position.

30 OTHER LEAVE

COMMUNITY SERVICE LEAVE

Jury Service

- 30.1 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

- 30.2 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;

where the Employee's absence is reasonable in all the circumstances.

- 30.3 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.
- 30.4 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 30.5 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

- 30.6 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.
- 30.7 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.

SABBATICAL LEAVE

- 30.8 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.
- 30.9 Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.

30.10 Sabbatical Leave shall count as service for all purposes.

STUDY LEAVE

30.11 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.

30.12 Applications for such leave shall not be unreasonably refused.

TRADE UNION TRAINING LEAVE

30.13 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.

30.14 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.

30.15 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.

30.16 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.

COURT ATTENDANCE

30.17 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.

30.18 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.

RELIGIOUS AND CULTURAL LEAVE

30.19 RMIT will recognise the established religious and cultural obligations, practices and activities of its Employees.

30.20 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.

- 30.21 Such leave shall be without pay and for up to 10 days per annum.
- 30.22 Applications for leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

SPECIAL LEAVE

- 30.23 Subject to the operational requirements 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.
- 30.24 The granting of leave under this clause where an Employee has accrued but not taken annual leave credits, shall be at RMIT's discretion.

31 HOLIDAYS

- 31.1 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.
- 31.2 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 Unions in writing within seven days of any such agreement.
- 31.3 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.

PART E - ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

32 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT AND PARTICIPATION PRINCIPLES AT RMIT

- 32.1 RMIT remains committed to the ongoing recognition of the unique status of Aboriginal and Torres Strait Islander people as Australia's First Peoples.
- 32.2 RMIT recognises the people of the Kulin Nations as the traditional owners of the land on which the University stands and the role of RMIT's Elders in residence as thought leaders.
- 32.3 RMIT respects that employing Aboriginal and Torres Strait Islander employees is of benefit for all employees and society.
- 32.4 RMIT affirms that specific work rights attend to Aboriginal and Torres Strait Islander employees as individuals; and as a collective.
- 32.5 RMIT creates a working environment that enables career advancement and professional development of Aboriginal and Torres Strait Islander people.
- 32.6 RMIT ensures that all employees have the opportunity to participate in the activities of Reconciliation with Aboriginal and Torres Strait Islander people. The activities are in furtherance of sustained Reconciliation as core a value of RMIT and are predicated on a Bundyi Girri (shared future) approach.
- 32.7 The Aboriginal and Torres Strait Islander Employment Committee ('ATSIEC') will continue to monitor and review and report on RMIT's commitments related to its Enterprise Agreements, policy environment, RMIT's Aboriginal and Torres Strait Islander Employment Plan 2016—2020 or successor.
- 32.8 RMIT will put in place appropriate governance structures to ensure the broader goals related to Aboriginal and Torres Strait Islander employment are regularly monitored and reported.
- 32.9 RMIT will seek to embed a core understanding of Aboriginal and Torres Strait Islander cultural presence in its industrial and policy landscape, decision-making and planning processes and outcomes.
- 32.10 RMIT will ensure its policy environment creates a distinct positioning for Aboriginal and Torres Strait Islanders separate from the existing Diversity & Inclusion Framework and EEO policy frameworks.
- 32.11 RMIT will provide a culturally safe work environment for all Aboriginal and Torres Strait Islander employees where culture and heritage is acknowledged, and respected, as being core to their existence.
- 32.12 RMIT is committed to increasing the understanding of Aboriginal and Torres Strait Islander culture for all employees and creating a workforce committed to ongoing reconciliation.
- 32.13 RMIT will strive to be an Employer of Choice for Aboriginal and Torres Strait Islander people, leading the sector in recruitment, retention and development through defining best practice.
- 32.14 All Aboriginal and Torres Strait Islander employees will receive the full support of the University through orientation, professional and career development and advancement.

33 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT COMMITTEE 'ATSIEC'

- 33.1 RMIT is committed to improving the employment, retention and career progression outcomes for Aboriginal and Torres Strait Islander employees.
- 33.2 The role of the ATSIEC is to ensure that the appropriate employment culture and practices are in place to support the development and advancement of the careers of current Aboriginal and Torres Strait Islander employees and to increase the overall number of Aboriginal and Torres Strait Islander employees at RMIT.

ATSIEC will oversee and be responsible for the following:

- 33.3 Developing and monitoring the implementation of Aboriginal and Torres Strait Islander Policy and the Aboriginal and Torres Strait Islander Employment Plan (the Plan) as it relates to employment, retention and advancement of Aboriginal and Torres Strait Islander employees.
- 33.4 Monitoring progress and ensuring alignment to RMIT's workforce planning processes and priorities.
- 33.5 Setting and monitoring employment targets and related retention and progression strategies which are set annually in June each year and reviewed quarterly by ATSIEC.

RMIT commits to employing a minimum of 3 EFT Aboriginal and Torres Strait Islander Employees as at 31 December 2019. The ATSIEC will develop and implement an Aboriginal and Torres Strait Islander Employment Target setting mechanism. Such mechanism will set and oversee the implementation of the annual employment targets for each subsequent year following 2019. The annual employment targets will be consistent with the RMIT University Aboriginal and Torres Strait Islander Employment Plan 2016 – 2020.

- 33.6 Report results and progress through to the Reconciliation Implementation Committee (RIC) or successor.

Composition & Structure of ATSIEC

- 33.7 The ATSIEC will be co-chaired by a member of the Vice-Chancellor's Executive (the VCE member) and the University's most Senior Aboriginal and Torres Strait Islander Employee (who must hold an Executive level position).
- 33.8 Terms of reference, governance, reporting structure and membership will be developed and maintained by the ATSIEC.
- 33.9 The ATSIEC, although convened under this Agreement, may also work for the benefit of Aboriginal and Torres Strait Islander employees across other RMIT entities, and employment categories, and may include membership of employees not covered by this Agreement.
- 33.10 The ATSIEC will contain at least two members nominated by each of the NTEU and the AEU (at least one of whom is an employee of RMIT, and one who is Aboriginal and Torres Strait Islander).
- 33.11 The ATSIEC may invite other RMIT employees and non-RMIT employees to participate in discussions as it deems appropriate.
- 33.12 The ATSIEC will contain at least two members nominated by the Aboriginal and Torres Strait Islander Employee Network (one professional employee and one academic employee).

- 33.13 The ATSIEC will enable 'structural' self-determination by ensuring a majority of representation of Employee members are of Aboriginal and Torres Strait Islander descent.

Aboriginal and Torres Strait Islander Employee Network

- 33.14 RMIT University recognises that Aboriginal and Torres Strait Islander employees bring specific knowledge and expertise which is often drawn upon by the University community.
- 33.15 RMIT recognises that Aboriginal and Torres Strait Islander self-determination is a collective right, and promotes an ability to gather, consult and provide direction on employment conditions that directly impact those employees as individuals and as a collective.
- 33.16 RMIT will facilitate an Aboriginal and Torres Strait Islander Employee Network to:
- (a) Engage with the wider University community for the advancement of RMIT and its Aboriginal and Torres Strait Islander employees and students;
 - (b) Discuss the lived experience of Aboriginal and Torres Strait Islander employees at RMIT; and
 - (c) Make recommendations on Aboriginal and Torres Strait Islanders employment matters to other areas of the University.
- 33.17 All RMIT employees who are and have identified themselves to the University as Aboriginal and Torres Strait Islander will automatically be entitled to membership of this network.
- 33.18 RMIT University recognises as part of each Aboriginal and Torres Strait Islander Employee's Workload Management Plan that these contributions will be acknowledged and supported by managers.

34 CULTURAL LEAVE PROVISIONS

- 34.1 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations.
- 34.2 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.
- 34.3 Aboriginal and Torres Strait Islander Employees will be granted six days' paid leave per calendar year, non-cumulative, for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people.
- 34.4 Additional paid special leave may be approved by the University as agreed with the Employee.

PART F - ORGANISATIONAL CHANGE

35 DEFINITIONS

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.

36 CONSULTATION AND THE INTRODUCTION OF MAJOR CHANGE

- 36.1 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.
- 36.2 The VECG will be established within one (1) month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The VECG will also be the forum through which RMIT, its Employees and the Union(s) consult generally on matters affecting Employees. The VECG shall meet during ordinary hours. An allocation of an agreed amount of the Employee's Service Duty Hours will be included in the Workload Management Plans for Employee representatives on the VECG.
- 36.3 The VECG 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.
- 36.4 The VECG will meet regularly, and as required, to discuss issues outlined in **sub-clauses 36.1** and **36.5**, and on any other matter on which consultation may be required. The VECG 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 VECG to perform its role.
- 36.5 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 VECG prior to the proposed changes being implemented.
- 36.6 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.

37 REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

- 37.1 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 VECG. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.
- 37.2 RMIT acknowledges that security of employment is an important issue for its Employees. RMIT is committed to exploring all reasonable measures to avoid retrenchment. Where possible, it will pursue the options of retraining, natural attrition, voluntary separations, leave without pay, voluntary conversion to part-time employment, long service leave or transfer before proceeding with forced retrenchments.

Redundancy of positions

- 37.3 Where RMIT proposes to make one or more positions redundant for reasons of an economic, technological, structural or similar nature, RMIT will adopt the following process:
- 37.4 RMIT will convene meetings of potentially affected Employees to seek volunteers for retrenchment.
- 37.5 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.
- 37.6 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.
- 37.7 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.

Retrenchment

- 37.8 An Employee who is to be retrenched because their position has become redundant will be given 16 weeks' notice of termination of employment plus an additional week of notice if the Employee is over 45 and has 2 or more continuous years of service.
- 37.9 The Employee can work part or all of the notice period at home as directed by RMIT.
- 37.10 RMIT may pay out in lieu any part of the notice period after 8 weeks or, at the request of the Employee, earlier.

Redeployment

- 37.11 During the notice period, RMIT will provide the Employee with 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.
- 37.12 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.
- 37.13 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.

Payments

- 37.14 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.
- 37.15 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.
- 37.16 Redundancy pay is calculated using the Employee's Base Rate of Pay plus any unconditional allowances.
- 37.17 For the purpose of calculating redundancy pay under **clause 37.15**, 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.

CHAPTER TWO – VE EMPLOYMENT

38 CLASSIFICATION

- 38.1 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.
- 38.2 The staff classifications are set out at **SCHEDULE 3 – CLASSIFICATION STANDARDS**, 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 – CLASSIFICATION STRUCTURE**.

39 CLASSIFICATION REVIEW

- 39.1 The Parties acknowledge and agree that:
- (a) the Classification Standards in **SCHEDULE 3 – CLASSIFICATION STANDARDS**; and
 - (b) Qualification Requirements and Commencing Salary in **SCHEDULE 4 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY**,
- have not been reviewed for a number of years and, following significant change in the Vocational Education Industry, require realignment to current practice for the purpose of providing career opportunities to employees in the sector and ensuring quality of teaching and learning.
- 39.2 The Parties therefore agree that, during the life of this Agreement, RMIT will undertake a review (**Classification Review**) of:
- (a) the Classification Standards in **SCHEDULE 3 – CLASSIFICATION STANDARDS**; and
 - (b) Qualification Requirements and Commencing Salary in **SCHEDULE 4 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY**
- including giving consideration to the appropriate classification for the performance of program management, program co-ordination and course co-ordination duties.
- 39.3 RMIT will provide resources and support for the effective operation of the Classification Review.
- 39.4 The Classification Review will be a standing agenda item of the VECG.
- 39.5 Employees will be consulted on and have the opportunity to discuss any proposed recommendations of the Classification Review.

40 QUALIFICATION -BASED CAREER PATH

- 40.1 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.

41 INCREMENTAL PROGRESSION

- 41.1 Subject to this **clause 41**, within the rates specified in **SCHEDULE 1 – SALARIES**, Employees employed in the Teacher classification shall proceed by annual increment from the minimum paypoint to the maximum paypoint of the 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 TAE40116 Certificate IV in Training and Assessment or its successor (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 200 hours of supervised teaching practice and studies in adult learning methodology and teaching in a vocational education environment, or equivalent; and
 - (c) The Employee achieving a satisfactory outcome on the annual review of their performance (see **clause 41.2**).
- 41.2 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.
- 41.3 The Performance Appraisal system will only be varied following consultation with and agreement of the VECG.
- 41.4 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.
- 41.5 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.

- 41.6 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.

42 TEACHER TRAINING

- 42.1 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 Continuing 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.

43 ALLOWANCES

Higher Duties Allowance

- 43.1 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, they 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 they are receiving the higher remuneration.

44 REIMBURSEMENT OF EXPENSES

- 44.1 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.
- 44.2 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.
- 44.3 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.

- 44.4 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.

45 TRAVEL

- 45.1 RMIT acknowledges that it may be necessary for Employees to travel interstate and/or overseas to undertake their duties. When an Employee is required by the University to travel for teaching purposes, the University will:
- (a) pay for reasonable and required costs associated with travel;
 - (b) allow Employees reasonable time to recover from that travel before commencing teaching;
 - (c) work with Employees to ensure, so far as is reasonably practicable, that travel, destinations and places of business are safe and without risks to health; and
 - (d) ensure so far as practical, that the timing of travel is organised to meet the preferences of the Employee.

46 WORKLOAD PLANNING

Workload management consultation committees

- 46.1 A workload management consultation committee comprising relevant managers and elected Teacher representatives will be established in each College within three months of the commencement of this Agreement.
- 46.2 The workload management consultation committee will assist in the development of a teaching workload management framework for the College and discuss issues of general concern relating to workload management within the College.

Principles of workload planning

- 46.3 The University will ensure that managers and supervisors are aware of the requirements in relation to managing and allocating workloads and that Employees are advised of the workload allocation provisions of this Agreement.
- 46.4 The Parties agree that, from the second semester of 2019, Employee workloads will be managed according to the following principles:
- (a) the line manager will undertake regular individual and collective consultation with their direct reports in order to ensure an appropriate and equitable distribution of workload within their management unit;
 - (b) the line manager, in consultation with the Employee, will be responsible for allocating duties to the Employee in their Workload Management Plan according to the workload categories described in **clause 47.2**;
 - (c) duties will be allocated having regard to the determination of work location in accordance with **clause 48**;
 - (d) the line manager will be responsible for preparing a Workload Management Plan every calendar year for each direct report within their management unit (excluding Casual Employees);

- (e) the line manager will take all reasonable steps to provide the Employee with a copy of their Workload Management Plan prior to the commencement of the applicable teaching period;
- (f) the Employee's Workload Management Plan will reflect a fair, transparent and equitable workload in accordance with the provisions of this Agreement and may only comprise such duties as can reasonably be performed at a professional standard within the Employee's Work Hours;
- (g) the Employee and the Employee's line manager shall share responsibility for regularly reviewing the Employee's actual workload against the Workload Management Plan; and
- (h) the line manager, in consultation with the Employee, will be responsible for adjusting the allocated duties of the Employee as necessary to ensure an appropriate and equitable distribution of workload within their management unit. Such adjustments will be reflected by way of amending the Workload Management Plan.

Workload disputes

- 46.5 An Employee who believes that the duties allocated to them under their Workload Management Plan cannot reasonably be performed at a professional standard within their Work Hours must first meet with their line manager to discuss their concerns.
- 46.6 If the meeting with the line manager does not resolve the Employee's concerns, the Employee may notify the Relevant Delegated Authority of their workload dispute by providing:
- (a) a copy of their Workload Management Plan; and
 - (b) a description in writing of the duties in their Workload Management Plan that will result, or are resulting, in excessive workload.
- 46.7 If the Relevant Delegated Authority is unable to resolve the Employee's concerns, the Employee may refer their workload dispute to the Relevant Senior Officer.
- 46.8 If the Relevant Senior Officer is unable to resolve the Employee's concerns, the Employee may progress their workload dispute in accordance with **clause 9** of this Agreement by referring the dispute to the Fair Work Commission.

47 WORKLOAD ALLOCATION

Work Hours

- 47.1 Work Hours for an Employee classified as a Teacher are 38 per week (or a pro rata amount for Part Time Employees). Full-time Employees will generally perform 1748 Work Hours in a calendar year, based on the following assumptions:
- (a) 38 hours per week x 46 weeks (1748 hours);
 - (b) 38 hours per week x 4 weeks (152 hours) of annual leave; and
 - (c) 7.6 hours per day x 11 days (83.6 hours) of public holidays.

Workload Categories

- 47.2 An Employee's Work Hours are to be allocated in the Employee's Workload Management Plan under **clause 46** according to the following principles:
- (a) **Teaching Duty Hours:**

- (i) Teaching Duty Hours means sessions of instruction and/or supervision and/or direct observation of students, including observation for the purposes of assessment; whether delivered at a campus of the Employer or elsewhere and whether delivered in person or by other means.
- (ii) The maximum number of Teaching Duty Hours which may be allocated in an Employee's Workload Management Plan is 800 hours in the Annual Teaching Period (**Maximum Teaching Duty Hours**).
- (iii) The Parties acknowledge that workloads for Full-time Employees generally range from 16 Teaching Duty Hours to 21 Teaching Duty Hours per week, having regard to the factors in **paragraph (b)(iii)** below.
- (iv) An Employee's Workload Management Plan may provide for Teaching Duty Hours of less than the Maximum Teaching Duty Hours, having regard to the Teaching-Related Duty Hours and Service Duty Hours to be performed.
- (v) The Maximum Teaching Duty Hours will be proportionately reduced where an Employee takes more than four weeks' annual leave in the calendar year or takes long service leave.
- (vi) For the avoidance of doubt, where an Employee takes personal leave or other approved leave (other than annual leave or long service), adjustments will be made to the Employee's Workload Management Plan as required.
- (vii) Teaching Duty Hours will be rostered no less than two weeks in advance of each timetabled teaching period (of not less than four weeks) and may only be varied with the agreement of the Employee concerned. Where Teaching Duty Hours are cancelled by RMIT with less than two weeks' notice, the Teaching Duty Hours will be deemed to have been taught.
- (viii) **Paragraph (vii)** does not apply to the first four weeks of a teaching program in the first or second semester of each year.
- (ix) Consultation and agreement of an Employee is required for any allocation of more than 21 Teaching Duty Hours in any one week, provided that an Employee shall not unreasonably refuse RMIT's request to perform an allocation of more than 21 Teaching Duty Hours in any one week.
- (x) Any agreement under **paragraph (ix)** above must not provide for more than an average of 21 Teaching Duty Hours per week over a semester.

(b) Teaching-Related Duty Hours:

- (i) Teaching-Related Duty Hours means those duties (preparation, assessment correction and student consultation) directly related to the allocated Teaching Duty Hours. **Student consultation** includes individual or collective dialogue with students that is directly related to a competency or learning outcome associated with the allocated teaching load and includes such things as communication through the Learning Management System (Canvas) and the management of Equitable Learning Plans.
- (ii) The minimum number of Teaching-Related Duty Hours which may be allocated in an Employee's Workload Management Plan is 0.5 hour for each Teaching Duty Hour allocated.

- (iii) When allocating Teaching-Related Duty Hours in an Employee's Workload Management Plan, the line manager and the Employee must give consideration to:
 - (A) the complexity of the allocated teaching load (including student demographics, mode of delivery including the extent of Work Integrated Learning and the number of programs / units of competency / modules in which the Employee is allocated Teaching Duty Hours);
 - (B) the quantum of curriculum revision required;
 - (C) the number of students in each class;
 - (D) the nature of the assessment required; and
 - (E) any other relevant factors.

(c) Service Duty Hours

- (i) Service Duty Hours include any duties within the scope of an Employee's position which are not Teaching Duty Hours or Teaching-Related Duty Hours.
- (ii) For the avoidance of doubt, Service Duty Hours will include any work-related travel required by the University.
- (iii) The number of Service Duty Hours to be allocated in the Employee's Workload Management Plan is the remaining Work Hours after the deduction of Teaching Duty Hours and Teaching-Related Duty Hours.
- (iv) The Service Duty Hours allocated in an Employee's Workload Management Plan must contain a minimum of 50 hours of Professional Development activities, including retraining and industrial release opportunities.
- (v) An Employee who is assigned responsibility as an OH&S Staff Representative shall receive sufficient time as part of the Service Duty Hours allocated in the Employee's Workload Management Plan, as is necessary for the purpose of exercising their powers under the *Occupational Health and Safety Act 2004* (Vic) including for, but not limited to, the purpose of attending required training.

Curriculum time allowance

- 47.3 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.

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

Program management and/or program co-ordination responsibilities

- 47.5 A Senior Educator with program management and /or program co-ordination responsibilities will have those responsibilities included in their Workload Management Plan.
- 47.6 The Senior Educator's Maximum Teaching Duty Hours will be reduced to having regard to the complexity and scope of their program management and/or program co-ordination reduction.
- 47.7 The reduction in Maximum Teaching Duty Hours will be at least 240 hours per year.
- 47.8 For the avoidance of doubt, **clause 47.7** applies on a pro-rata basis to Part-Time Employees.

48 DETERMINATION OF WORK LOCATION

- 48.1 The Employer may only roster Teaching Duty Hours for an Employee in their Workload Management Plan over a maximum of 42 weeks in a calendar year (**the Annual Teaching Period**).
- 48.2 During the Annual Teaching Period, an Employee:
 - (a) may only be directed by the Employer to attend at a specified work location for a maximum of 30 hours per week for up to 42 weeks per year;
 - (b) will determine the location from which they perform their duties for the balance of their working hours each week (**the Employee-determined Location Hours**); and
 - (c) may agree to a request by RMIT to attend at a specified work location during the Employee-determined Location Hours but only if:
 - (i) such a request is made after the Employee has been employed; and
 - (ii) the Employee is provided with reasonable time to gain advice and make an informed decision.
- 48.3 The Parties agree that the Employee may specify the location from which they perform their duties during the Employee-determined Location Hours but must be available to respond to work colleagues, including their line manager, during those hours.

- 48.4 Outside of the Annual Teaching Period of 42 weeks per year, Employees may only be requested to work at a specified location where this:
- (a) has been agreed to by the Employee; and
 - (b) is included in the Employee's Workload Management Plan.
- 48.5 For the period of operation of this Agreement, Employees who translated into promotion positions of Senior Educator in the new classification structure provided by the 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.
- 48.6 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.
- 48.7 Other than **clauses 48.2, 48.5 and 48.6**, this **clause 48** does not apply on a pro rata basis to Part Time Employees.

49 HOURS OF WORK

- 49.1 Employees carry out their professional duties for 38 hours per week.
- 49.2 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.
- 49.3 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.
- 49.4 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.

50 WORKING OUTSIDE THE SPAN OF ORDINARY HOURS

- 50.1 An Employee may be requested to perform duties as part of their ordinary hours of work outside the span of ordinary hours of duty as set out in **clause 49.2**.
- 50.2 The allocation of ordinary duties at such times shall only be determined following consultation with, and the agreement of, the Employee concerned.
- 50.3 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% of the ordinary hourly rate shall be paid.
 - (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 150% of the ordinary hourly rate shall be paid.
- 50.4 Notwithstanding **clause 50.3**, where the duties performed outside the span of ordinary hours are excess teaching duty hours as described in **clause 51**, the relevant rate under **clause 51** shall apply.

51 HOURS AND RATES FOR EXCESS TEACHING

- 51.1 An Employee undertaking teaching duties (including a part-time Employee) shall be paid for excess teaching duty hours in accordance with this clause.
- 51.2 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 criteria 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.
- 51.3 Excess teaching duties paid in accordance with this clause will not be counted towards the annual teaching load.
- 51.4 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 47.2(a)(vii)** of this Agreement; or
 - (b) 800 hours in a calendar year.

Rates for working excess teaching hours

- 51.5 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.
- 51.6 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 51.2** 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.
- 51.7 Where excess teaching duty hours occur outside the span of ordinary hours as described in **clause 50**, the relevant rate under this **clause 51** shall apply.
- 51.8 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 51.5** above.

SCHEDULE 1 – SALARIES

1 Continuing and Fixed-term Rates of Pay

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

	Salary as at 31 July 2018	Salary on first full pay period following 1 February 2019 (1.5%)	Salary on first full pay period following 1 May 2019 (1.5%)	Salary on first full pay period following 1 November 2019 (2.8%)	Salary on first full pay period following 1 May 2020 (2.8%)	Salary on first full pay period following 1 November 2020 (2.8%)	Salary on first full pay period following 1 May 2021 (2.8%)	Salary on first full pay period following 1 November 2021 (2.8%)
T1.1	\$56,411	\$57,257	\$58,116	\$59,743	\$61,416	\$63,136	\$64,904	\$66,721
T1.2	\$60,607	\$61,516	\$62,439	\$64,187	\$65,984	\$67,832	\$69,731	\$71,684
T2.1	\$65,754	\$66,740	\$67,741	\$69,638	\$71,588	\$73,593	\$75,653	\$77,771
T2.2	\$69,825	\$70,872	\$71,935	\$73,950	\$76,020	\$78,149	\$80,337	\$82,586
T3.1	\$71,283	\$72,352	\$73,438	\$75,494	\$77,608	\$79,781	\$82,014	\$84,311
T3.2	\$76,618	\$77,767	\$78,934	\$81,144	\$83,416	\$85,752	\$88,153	\$90,621
T4.1	\$78,642	\$79,822	\$81,019	\$83,287	\$85,620	\$88,017	\$90,481	\$93,015
T4.2	\$83,681	\$84,936	\$86,210	\$88,624	\$91,106	\$93,657	\$96,279	\$98,975
T5	\$90,386	\$91,742	\$93,118	\$95,725	\$98,406	\$101,161	\$103,993	\$106,905

	Salary as at 31 July 2018	Salary on first full pay period following 1 February 2019 (1.5%)	Salary on first full pay period following 1 May 2019 (1.5%)	Salary on first full pay period following 1 November 2019 (2.8%)	Salary on first full pay period following 1 May 2020 (2.8%)	Salary on first full pay period following 1 November 2020 (2.8%)	Salary on first full pay period following 1 May 2021 (2.8%)	Salary on first full pay period following 1 November 2021 (2.8%)
SE1	\$93,228	\$94,626	\$96,046	\$98,735	\$101,500	\$104,342	\$107,263	\$110,266
SE2	\$96,070	\$97,511	\$98,974	\$101,745	\$104,594	\$107,522	\$110,533	\$113,629
SE3	\$98,912	\$100,396	\$101,902	\$104,755	\$107,688	\$110,703	\$113,803	\$116,989

2 Casual Rates of Pay

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

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

	Hourly rate as at 31 July 2018	Hourly rate on first full pay period following 1 February 2019	Hourly rate on first full pay period following 1 May 2019	Hourly rate on first full pay period following 1 November 2019	Hourly rate on first full pay period following 1 May 2020	Hourly rate on first full pay period following 1 November 2020	Hourly rate on first full pay period following 1 May 2021	Hourly rate on first full pay period following 1 November 2021
Casual - Diploma + qualified, TDH Rate	\$71.34	\$72.41	\$73.50	\$75.55	\$77.67	\$79.84	\$82.08	\$84.38
Casual - Non-diploma qualified, TDH Rate	\$68.64	\$69.67	\$70.71	\$72.69	\$74.73	\$76.82	\$78.97	\$81.18

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

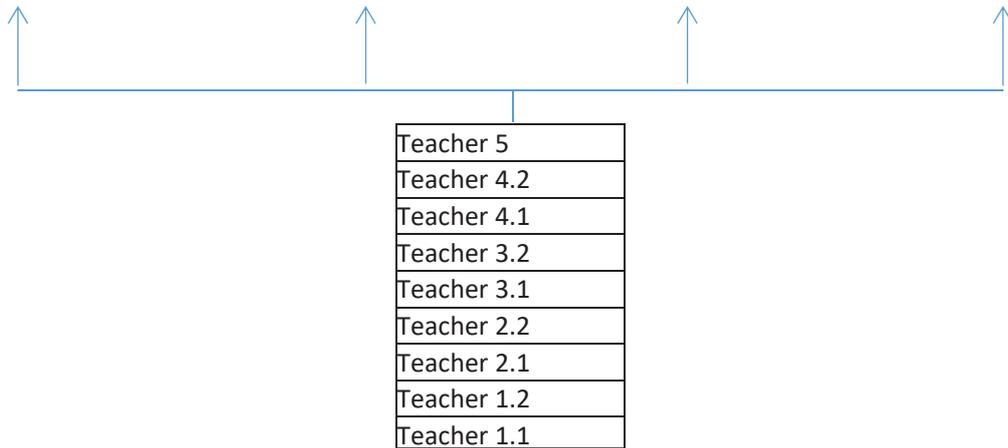
	Hourly rate as at 31 July 2018	Hourly rate on first full pay period following 1 February 2019	Hourly rate on first full pay period following 1 May 2019	Hourly rate on first full pay period following 1 November 2019	Hourly rate on first full pay period following 1 May 2020	Hourly rate on first full pay period following 1 November 2020	Hourly rate on first full pay period following 1 May 2021	Hourly rate on first full pay period following 1 November 2021
Lecture – including one hour of delivery and two hours associated working time	\$134.97	\$136.99	\$139.05	\$142.94	\$146.95	\$151.06	\$155.29	\$159.64
Repeat Lecture – including one hour of delivery, and one hour associated working time	\$89.97	\$91.32	\$92.69	\$95.28	\$97.95	\$100.70	\$103.51	\$106.41
Tutorial – including one hour of delivery, and two hours associated working time	\$105.31	\$106.89	\$108.49	\$111.53	\$114.65	\$117.86	\$121.16	\$124.56
Repeat Tutorial – including one hour of delivery, and one hour associated working time	\$70.21	\$71.26	\$72.33	\$74.36	\$76.44	\$78.58	\$80.78	\$83.04

Casual Employee Non-Teaching Rate per Duty Hour

	Hourly rate as at 31 December 2018	Hourly rate on first full pay period following 1 February 2019	Hourly rate on first full pay period following 1 May 2019	Hourly rate on first full pay period following 1 November 2019	Hourly rate on first full pay period following 1 May 2020	Hourly rate on first full pay period following 1 November 2020	Hourly rate on first full pay period following 1 May 2021	Hourly rate on first full pay period following 1 November 2021
Non-Teaching Duty Hour (TDH)	\$58.90	\$59.78	\$60.68	\$62.38	\$64.13	\$65.92	\$67.77	\$69.66

SCHEDULE 2 – CLASSIFICATION STRUCTURE

Teaching Stream	Industry Consultancy Stream	Curriculum & Project Design Stream	Management Stream
Senior Educator Level 3	Senior Educator Level 3	Senior Educator Level 3	Senior Educator Level 3
Senior Educator Level 2	Senior Educator Level 2	Senior Educator Level 2	Senior Educator Level 2
Senior Educator Level 1	Senior Educator Level 1	Senior Educator Level 1	Senior Educator Level 1



SCHEDULE 3 – CLASSIFICATION STANDARDS

Year in this Schedule means a full-time year or equivalent.

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

Definitions

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.

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.

Fully qualified means possessing qualifications which entitle an Employee to be appointed at, or progress to, the maximum paypoint of the Teacher classification.

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.

Post year 12 means a qualification for which a prerequisite of entry is the Victorian Certificate of Education or equivalent.

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 entitle 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 TAE40116 Certificate IV in Training and Assessment or its successor (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 adult learning methodology and teaching in a vocational education environment, or equivalent is entitled to be paid as a Teacher Level 3.1.

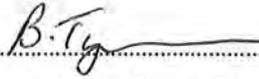
5 An Employee shall not be eligible for promotion or appointment as a Senior Educator unless they are fully qualified.

- 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:
- (a) for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;
 - (b) 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;
 - (c) 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;
 - (d) for each year of approved additional studies, a teacher shall receive one increment.
- 8 Subject to meeting the qualification requirements of this schedule and **clauses 41.1(a) and 41.1(b)** of this Agreement, where a Casual Employee is converted to a Fixed-term or Continuing 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

Signatory

Signature



Name

Belinda Tynan

Title

DVCE + VP

Address

RMIT, Latrobe St, Melbourne, Aust

Date

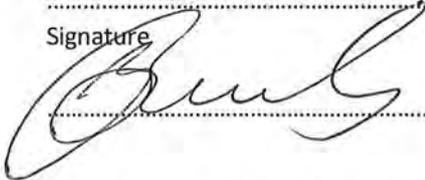
19.3.19

Witness

Name

JUDY BARNESBY

Signature



Date

19.3.19

SIGNED for and on behalf of the AUSTRALIAN EDUCATION UNION

Signatory

Signature



Name

Elaine J.N. Gillespie

Title

Vice President TAP

Address

126 Trenemey Crescent Abbotsford

Date

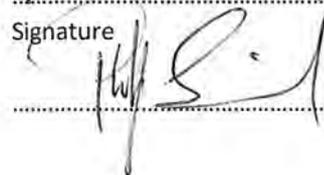
18 March 2019

Witness

Name

Phillip Smith

Signature



Date

18/3/2019

SIGNED for and on behalf of the NATIONAL TERTIARY EDUCATION INDUSTRY UNION

Signatory

Signature



Name

Matthew McGowan

Title

General Secretary

Address

Level 1, 120 Clarendon Street
South Melbourne VIC 3205

Date

19 March 2019

Witness

Name

Renee Veal

Signature



Date

19 March 2019

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2019/814

Applicant:

Royal Melbourne Institute of Technology (RMIT)

Section 185 – Application for approval of a single enterprise agreement

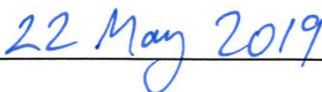
Undertaking- Section 190

I, Gus Lancaster - Principal Advisor, Policy and Workplace Relations for RMIT University give the following undertakings with respect to the RMIT Vocational Education Workplace Agreement 2019 (**Agreement**):

1. I have the authority given to me RMIT University to provide this undertaking in relation to the application before the Fair Work Commission.
2. RMIT University undertakes that any person who is employed on a part-time basis will only perform work in addition to their contracted hours where this occurs by agreement recorded in writing or in accordance with clause 51 of the Agreement.
3. RMIT University undertakes that any person who:
 - a. is employed as a casual employee to deliver a tutorial or repeat tutorial in relation to an Associate Degree program; and
 - b. holds a Doctorate,will be paid at the rate set out in item 2 of Schedule 1 of the Agreement for a lecture of repeat lecture respectively (rather than the rate for a tutorial or repeat tutorial).
4. These undertakings are provided on the basis of issues raised in the application before the Fair Work Commission.



Signature



Date

Your valued membership has been instrumental in the AEU's ability to negotiate this new agreement.



Activate. Educate. Unite.

AEU Victorian Branch
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Postal Address: PO Box 363, Abbotsford 3067
Tel: (03) 9417 2822, 1800 013 379
Fax: 1300 658 078
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