DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**Workco Ltd; Link Employment & Training Inc**

(AG2013/2270)

**SKILLINVEST GROUP ENTERPRISE AGREEMENT 2013**

Educational services

COMMISSIONER WILSON  
MELBOURNE, 13 SEPTEMBER 2013

*Application for approval of the Skillinvest Group Enterprise Agreement 2013.*

[1] An application has been made for approval of an enterprise agreement known as the *Skillinvest Group Enterprise Agreement 2013* (the Agreement). The application is made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Skillinvest Group (the Applicant). The agreement is a multi-enterprise agreement.

[1] I have accepted the undertakings attached to this decision and marked Annexure A, which have been provided by the Applicant. The undertakings are attached to the Agreement and will be taken to be a term of the Agreement pursuant to s.191 of the Act.

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

[3] The Independent Education Union Victoria Tasmania, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 September 2013. The nominal expiry date of the Agreement is 30 June 2016.
ANNEXURE A

UNDERTAKING

In accordance with Sections 190 and 191 of the Fair Work Act 2009, WORKCO Ltd and LINK Employment and Training make the following undertaking:

1. WORKCO Ltd and LINK Employment and Training undertake that in accordance with clause 32 of the SkillInvest Agreement 2013 all staff employed in the Youth Connections program will be paid minimum wages no less that the amount they would have been entitled to under clause 15 of MA000100 - Social, Community, Home Care and Disability Services Industry Award 2010 after application of the Classification definitions contained in Schedule B of that award applicable to social and community services employees.

Signed,

Date:

Dean Luciani
General Manager
WORKCO Limited

Signed,

Date:

Terry Brebemy
General Manager
LINK Employment and Training Inc

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The Skillinvest Group Enterprise Agreement 2013

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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 this agreement.
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1. **Title**
This Agreement is made between the Skillinvest Group of companies and its Employees and shall be known as the Skillinvest Group Enterprise Agreement 2013.

2. **Period of Operation**
This Agreement shall come into operation seven days after the date of approval by the Fair Work Commission and will operate until 30 June 2016. The nominal expiry date will be 30 June 2016.

3. **Coverage**
This agreement will apply to the employment of all Employees of the Skillinvest Group of companies including WORKCO Limited, Longerenong College and Link Employment + Training Inc. employed in the classifications as set out in Schedule 2 Classification descriptors and Schedule 3 – Classification levels other than teaching staff of this agreement other than Group Training apprentices and trainees placed with host Employers.

4. **Definitions**
**Act** means the Fair Work Act 2009 (*Cth*) as amended from time to time.

**CEO** means the Chief Executive Officer of the Skillinvest Group.

**Company equipment** means equipment supplied by the company for the use of the Employee which remains the property of the Employer and may include vehicle, laptop, mobile phone and other electronic devices.

**Employee** means a person employed by a member of the Skillinvest Group on a full-time, part-time, fixed term or casual basis including apprentices and trainees, other than apprentices, trainees and labour hire Employees placed with a host Employer other than the Skillinvest Group under a group training or labour hire arrangement.

**Employer** means a member of the Skillinvest Group including WORKCO Limited, Longerenong College and Link Employment + Training.

**General Manager** means the General Manager of a Skillinvest Group member organisation.
"immediate family" for the purposes of Clauses 52, 53 and 54 includes:

- a spouse (including a former spouse, a de facto spouse, a former de facto spouse and a same sex partner) of the Employee
- a child or an adult child (including an adopted child, a step child or a foster child) of the Employee or spouse of the Employee
- a parent (including foster parent) of the Employee or spouse of the Employee
- a grandparent of the Employee or spouse of the Employee
- a grandchild of the Employee or spouse of the Employee
- a sibling (including foster sibling) of the Employee or spouse of the Employee

**Member of the Skillinvest Group** means WORKCO Limited, Longerenong College and Link Employment + Training.

**NES** means National Employment Standards.

5. **Relationship with awards**
   This agreement is a comprehensive agreement and operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this clause, apply to those Employees whose employment falls within the scope of this agreement.

6. **No Disadvantage**
   No Employee presently engaged by a member of the Skillinvest Group shall have their salary or other benefits reduced as a result of implementing this agreement.

7. **Access to Agreement**
   A copy of this Agreement shall be kept in a convenient place for all Employees to use and all new Employees shall be informed that they have the right to be provided with a copy of this Agreement by the Employer on request.

8. **Consultation**
   (1) This clause applies if:
   
   (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
(b) the change is likely to have a significant effect on Employees of the enterprise.

(2) The Employer must notify the relevant Employees of the decision to introduce the major change.

(3) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

(4) If:

   (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

   (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

(5) As soon as practicable after making its decision, the Employer must:

   (a) discuss with the relevant Employees:

      (i) the introduction of the change; and

      (ii) the effect the change is likely to have on the Employees; and

      (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

   (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:

      (i) all relevant information about the change including the nature of the change proposed; and

      (ii) information about the expected effects of the change on the Employees; and

      (iii) any other matters likely to affect the Employees.

(6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
(7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

(8) In this clause, a major change is likely to have a significant effect on Employees if it results in:

(a) the termination of the employment of Employees; or
(b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain Employees; or
(f) the need to relocate Employees to another workplace; or
(g) the restructuring of jobs.

(9) In this clause, relevant Employees mean the Employees who may be affected by the major change.

9. **Dispute Resolution Procedure**

The objective of this procedure is to promote the settlement of grievances and disputes by measures based on consultation, co-operation and discussion to avoid interruption to work.

If a dispute relates to:

(a) a matter arising under the agreement; or
(b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

An Employee who is a party to the dispute may appoint a representative for the purposes of these procedures.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, it may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this clause:

(a) an Employee must continue to perform his or her work in accordance with the pre-dispute status quo unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.
10. **Flexibility Clause**

(1) The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

   (a) the agreement deals with 1 or more of the following matters:

      (i) arrangements about when work is performed

      (ii) overtime rates

      (iii) penalty rates

      (iv) allowances

   (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

   (c) the arrangement is genuinely agreed to by the Employer and Employee.

(2) The Employer must ensure that the terms of the individual flexibility arrangement:

   (a) are about permitted matters under clause 172 of the Fair Work Act 2009; and

   (b) are not unlawful terms under clause 194 of the Fair Work Act 2009; and

   (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

(3) The Employer must ensure that the individual flexibility arrangement:

   (a) is in writing; and

   (b) includes the name of the Employer and Employee; and

   (c) is signed by the Employer and 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 the enterprise 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.

(4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The Employer or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing— at any time.

PART 2 - OBJECTIVES OF THIS AGREEMENT

11. Excellence and continuous improvement

The Skillinvest Group and Employees of its member companies are committed to developing a culture of continuous improvement in order to achieve sustainable organisational excellence. The group is committed to working within budget and to providing improved benefits to Employees based on increased sustainability within the group.

The Skillinvest Group and Employees of its member companies are committed to improving quality by:

- providing leadership through their own creative involvement;
- creating and supporting structures that allow improvements to occur;
- encouraging innovation and implementing process improvement;
- recognising and encouraging fellow Employee contributions and
- supporting performance necessary to maintain ISO 9001/2000 and to satisfy the Government Quality Assessment Framework.

Employees at all levels within each Company will be involved in achieving our goals and creating and sustaining a culture of high level client satisfaction and continual improvement and achievement of best practice standards.
12. **Anti-Discrimination**

It is the intention of the Skillinvest Group to achieve the principal object in s.3(e) of the Fair Work Act 2009 through 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, natural extraction or social origin.

Accordingly, in fulfilling the Skillinvest Group’s obligations under the dispute resolution clause, the Skillinvest Group will make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- an Employee, Employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- the exemption in s.772(2)(a) of the Act which does not prevent race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position concerned.
- the exemptions in s.772(2)(b) of the Act which does not prevent race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the Employer terminates the employment in good faith to avoid injury to the religious susceptibilities of adherents of that religion or creed.

**PART 3 - EMPLOYMENT WITH THE SKILLINVEST GROUP OF COMPANIES**

13. **Contract of Employment**

All new Employees shall be provided with a contract of employment that specifies:
• the duties required through the inclusion of the Employee’s position description;
• the Employee’s regular hours of work and the Employee’s normal span of hours for ordinary duty;
• the Employee’s classification and rate of pay;
• that a probationary period will apply and the final working date of the probation period;
• that the probationary period may be extended if the Employee is absent for a period of time during the probationary period or to allow the Employer up to a further four weeks to determine the suitability of the Employee to the position;
• that the Employee’s employment conditions are set out in this agreement;
• whether the Employee is employed on a full-time, part-time, fixed term or casual basis;
• for a fixed term Employee, the expected duration of appointment;
• the notice requirements of both the Employer and Employee.

14. **Forms of Employment**

Employees under this agreement will be employed in one of the following categories:

• on-going full-time or part-time; or
• fixed term full-time or part-time; or
• casual; or
• Trainee

15. **Full-time Employees**

A full-time Employee is a person who works an average of 38 hours per week and who is not specifically engaged on a part-time or casual basis.

16. **Part-time Employees**

A part-time Employee is a person who works a specified number of regular hours that are less than 38 hours per week. Part-time Employees shall receive entitlements on a pro-rata basis relative to a full-time Employee. At the time of engagement the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the hours worked each day and which days of the week the Employee will work. Any agreed variation to the regular pattern of work will be recorded in writing.
17. **Casual Employees**
A casual Employee is a person who works on an intermittent or irregular basis.
Casual Employees will receive a 25% loading in lieu of annual leave, public holidays, sick leave and paid parental leave. On each occasion a casual Employee is required to attend work he or she is entitled to a minimum payment for three hours work.

18. **Fixed term Employees**
A fixed term Employee is a person who is engaged for a fixed period of employment with specified start and end dates or an Employee engaged to carry out specific task/s with the understanding that employment ends on the completion of the task/s.

The notice provisions contained in Clause 88 Termination of Employment will not apply to fixed term Employees.

19. **Probationary Employment**
An Employee may be engaged for a minimum probationary period of three months duration. The probationary period will be specified in the contract of employment. Probationary employment shall not apply to casual Employees.

Where an Employee has been absent from work for part of the probationary period, the probationary period may be extended by an equivalent amount of time. The probationary period may also be extended by up to four weeks to allow the Employer to determine the suitability of the Employee to the position.

All new Employees will be provided with an induction programme in relation to their job and the company as a whole and will be provided with regular feedback about their performance during the probationary period.

During this period should either party not be satisfied with the relationship, employment may be terminated with one week’s notice by either party without recrimination and such termination will not constitute harsh, unjust or unreasonable termination.

A final probationary review will normally be carried out no later than two weeks prior to the completion of the probationary period but may be conducted within the last 2 week period where circumstances require the review to be conducted during that period. The review will assess the performance of the Employee during the probationary period. The outcome of the probationary review will be confirmed in
writing. Where employment is to be terminated, the Employee will be provided with an opportunity to respond to any adverse material prior to termination of employment. Where the appointment is confirmed, the Employee will be provided with confirmation of the salary point applicable on completion of probation and the effective date of any change to salary within 30 days of that confirmation of appointment. Nothing in this clause requires the Employer to vary the salary rate on completion of probation.

Clause 88 (Termination of Employment) shall not apply to probationary Employees.

20. **Calculation of Continuous service**

For the purpose of calculating entitlements under this agreement, service with each Skillinvest Group company shall be deemed to be continuous notwithstanding:

- Absence from work on account of paid leave, which shall be taken into account and counted as time worked; and

- Unpaid absences, subject to the proviso that unpaid absences in excess of one week in any year of employment shall not be counted as time worked. The anniversary date for leave entitlements and increment advancement shall be adjusted to take account of any unpaid absence in excess of one week in any year of employment.

21. **Recognition of prior service**

Service with any Skillinvest member Employer will be recognised for the purposes of long service leave, providing the gap between finishing employment with the previous Skillinvest group member and commencing employment the new Skillinvest group member is no more than 3 months. Where such service is recognised, long service leave which has been paid out by the previous Employer will not count towards the Employee’s long service leave entitlement but will count towards any qualifying period for long service leave.

An Employee seeking recognition of prior service must apply for such recognition within 3 months of commencing with a Skillinvest group Employer.
PART 4 - SALARY & CLASSIFICATION STRUCTURE

22. Classification and Salary Structure
The Employer has the right to direct an Employee to carry out such duties as are within the limit of the Employee’s skill and competence. The classification descriptors for each salary band are set out in Schedules 2 and 3.

23. Administration staff, consultants, trainers, managers and other salary bands
Administration staff, consultants, trainers, managers and others are paid within salary levels that identify the minimum and maximum salary range applicable to each level. An Employee with limited experience in the type of work required in the position description for that level will normally be appointed at the minimum rate for that level and may progress through the salary range based on the development of existing skills, the acquisition of new skills and increases in the work value within their classification level as supplemented by policy.

Progression through the salary range at each classification level will be in accordance with the provisions of clause 27.

Translation and transition arrangements are set out in Schedule 6 and the rates contained in this clause are subject to those arrangements.

<table>
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<tr>
<th>Skillinvest Group Salary Structure</th>
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<tbody>
<tr>
<td>1.1 $37,388</td>
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<td>1.2 $38,182</td>
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<tr>
<td>1.3 $39,143</td>
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<td>1.4 $40,925</td>
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<td>1.7 $44,022</td>
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<td>1.8 $44,699</td>
</tr>
<tr>
<td>1.9 $45,759</td>
</tr>
<tr>
<td>3.10 $71,132</td>
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24. **Longerenong Teaching Staff minimum rates**

Teaching staff at Longerenong are paid a minimum rate in accordance with the table set out in clause 24. Progression beyond the minimum salary point for each classification level will be in accordance with the provisions of clause 27.

<table>
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<th>Step 1</th>
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<td>Level 1 - Trainer</td>
<td>$51,338</td>
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<td>Level 2 – Teacher</td>
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<td>$61,384</td>
<td>$63,155</td>
<td>$64,929</td>
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</tr>
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<td>Level 3 - Senior Teacher</td>
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<td>$76,747</td>
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<td>Level 4 – Manager, Academic</td>
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<td>$87,383</td>
<td>$90,337</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

25. **Salaries**

The minimum salaries applicable under this agreement are set out in clauses 23 and 24.

The weekly rate is calculated by dividing the annual rate by 52.1786. The hourly rate is calculated by dividing the weekly rate by 38.

26. **Salary Increases**

Subject to approval of this Agreement, the salary points set out in Clauses 23 and 24 will be increased by 3% (rounded to the nearest dollar) from the first pay period commencing on or after 1 July 2014 and each 12 months thereafter for the life of this Agreement, subject to the transitional arrangements set out in schedule 6. The actual rates are set out in Schedule 1 Salaries. These increases will absorb any wage adjustments made by the Fair Work Commission.
27. **Progression**
Movement to the next pay point within each level of the classification structure is not automatic and will only occur when the Employee has met the conditions for progression by:

- Participating in the Employer’s performance management scheme as provided for in clause 81 and receiving a progression recommendation from their manager; and/or
- Successfully applying for progression by demonstrating the additional skills, experience and competencies that the Employee has developed within the classification level in accordance with the priorities of the Employer; and
- Demonstrated endeavour in their performance

Employees will not progress to the next pay point until such time as the requirements for progression are met and the progression has been approved by the General Manager.

28. **Trainees**
Trainees employed by the Employer to work with the Employer and not hosted to another Employer, will be paid according to the pay rates applicable under the National Training Wage Schedule of the Clerks – Private Sector Award.

29. **Classification levels**
The classification descriptors are set out in Schedule 2 Classification descriptors and Schedule 3 – Classification levels other than teaching staff.

30. **Payment of Salaries**
Salaries will be paid fortnightly by electronic funds transfer into the accounts nominated by the Employee, or by cheque, at the option of the Employer. Salaries will be paid on the same day each fortnight, except where that payday is a public holiday, in which case, payment will be made on at least the previous working day.

31. **Salary Packaging**

Packaged superannuation
An Employee may nominate to have a portion of their gross salary redirected (by salary sacrifice) into a complying superannuation fund.
Where an Employee enters into a salary sacrifice arrangement with regard to superannuation contributions, the total amount of salary and the cost to the Employer of providing any employment benefits shall not exceed the ordinary rate of pay of the Employee.

**Other packaged items**
The Employer may provide access to salary packaging arrangements at its discretion.

**Costs**
All costs associated with salary packaging, including all administrative costs, are to be met from the salary of the participating Employee.

32. **Federal Minimum wage**
Full time adult Employees (other than trainees) employed under this Agreement will be paid no less than the Federal Minimum Wage as varied from time to time or the relevant minimum rate payable under the relevant award for the classification of work.

33. **Team Leader Allowance**
An Employee who is appointed by the General Manager/CEO to undertake team leader duties after the commencement of this agreement, shall be paid an allowance of $3,477.00 per annum for undertaking such duties. This allowance will be increased by 3% each year (rounded to the dollar) for the life of this agreement at the same time that salaries under clause 26 are adjusted. The actual rates are set out in schedule 4. The team leader allowance will apply to newly appointed team leaders on commencement of this Agreement. Employees being paid as team leaders prior to the commencement of this agreement will continue to be paid their existing team leader rate of pay and will not be disadvantaged by this agreement.

34. **Higher Duties**
Higher duties assignments provide an opportunity for Employees to develop skills and earn valuable experience which may assist in promotion opportunities. An Employee who is required to undertake the duties of a position which has a higher classification for two weeks or more will be paid the base rate of the higher classification. Where a higher duties appointment extends beyond 12 months, normal incremental progression will apply subject to the progression requirements. Where a higher duties opportunity is likely to extend beyond 4 weeks, the Employer will call for expressions
of interest within the company. This clause shall not prevent the Employer from advertising a vacancy that arises.

Where a Department Manager is away for two weeks or more Team Leaders may be offered the opportunity to act in the position that will involve carrying out the day to day work functions of the Manager (but not in relation to policy formation decisions) for the period of their absence. They will be paid not less than the minimum salary payable for the position/level for the period during which they are acting.

When a Team Leader is away for two weeks or more, an Employee from within that Department selected from an internal selection process may fill their position on an acting basis during their absence. They will be paid not less than the minimum team leaders allowance pro rata for the period they are Acting Team Leader.

35. **Annual Leave Loading Allowance**

Annual leave loading has been incorporated into the salaries under this agreement and is not separately payable when an Employee takes annual leave.

36. **Superannuation**

The Skillinvest Group will pay no less than the minimum legislative level of superannuation contributions (currently 9.25%) into the superannuation fund of each Employee’s choice.

The Skillinvest Group will increase the minimum Employer superannuation contribution to 11% of ordinary time earnings for all Employees eligible for Employer contributions from the date of commencement of this Agreement. Employer contributions for Employees at LINK have previously been adjusted to 11% and will not be further adjusted during the period of this agreement other than if required by legislation.

Where an Employee does not elect which fund he or she wishes the Skillinvest Group to contribute to on his or her behalf, Australian Super will be the default fund.

The payment of superannuation is based upon ordinary time earnings. Ordinary time earnings do not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.
37. **Accident Make-up Pay**

An Employee, who is absent from duty as a result of a work-related injury and is in receipt of weekly payments under Workcover, is entitled to accident make-up pay until such incapacity ceases or until the expiration of a period of 104 weeks from the date of injury, whichever is the lesser period. For the purpose of this clause, accident make-up pay means payment by the Skillinvest Group organisation to make up the difference between Workcover payments received for loss of earnings and the Employee’s ordinary pay.

This clause shall apply to all Employees covered by this agreement and it shall apply only in respect of incapacity which results from an injury incurred from the date this agreement becomes operative.

The liability of the Employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under Workers’ Compensation legislation, and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident make-up payment as provided for in this clause.

In the event that the Employee receives a lump sum in redemption of weekly payments under Workers’ Compensation legislation, the liability of the Employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.

**PART 5 - HOURS OF WORK**

38. **Ordinary hours**

The ordinary hours of duty for a full time Employee shall average 38 hours per week over 152 hours within a work cycle not exceeding 28 days. These will be worked between 6.00 a.m. and 7.00 p.m. The times of attendance shall be determined by each company in consultation with the Employee.

Actual hours worked will aim to maximise the effective use of available labour and to ensure continuous service to clients.
Employees employed who are required to deliver training outside the span of hours set out above will be paid a shift allowance of 15% for each hour worked outside the span of hours.

39. Additional Hours
All Employees are expected to work reasonable extra hours to meet the requirements of their jobs and to meet the requirements of emergency situations, however management and Employees will work together to minimise these additional hours.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- Any risk to Employee's health and safety;
- The Employee’s personal circumstances including any family responsibilities;
- The need of the workplace or enterprise; and
- The notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it.

Teaching staff at Longerenong are compensated for additional hours in accordance with a local time off in lieu arrangement.

Employees at Level 1 and 2 will be entitled to paid overtime where approved in advance for the work in excess of 38 hours per week or work outside the span of hours set out in clause 38. Employees who are entitled to “Excess Hours Leave” (see clause 41) are not entitled to paid overtime.

A part time Employee in Level 1 or 2 shall be entitled to overtime where they are required to work in excess of their prescribed hours of duty, provided that overtime shall not be paid where the Employer and Employee have agreed to a temporary variation of working hours in which case overtime shall apply for work in excess of the mutually agreed varied working hours. However a part time Level 1 or 2 Operational Employee shall be entitled to overtime if they work in excess of 38 hours in any one week.

A casual Level 1 or 2 Employee shall be entitled to overtime if they are required to work in excess of 38 hours a week.
The payment of overtime will be calculated daily, at the rate of one and a half times the ordinary rate for the first two hours and double the ordinary rate thereafter for overtime carried out Monday - Saturday. Any overtime worked on a Sunday will be paid at the rate of double time.

Employees who are required to work on a public holiday shall be paid at the rate of time and a half for work performed during ordinary hours of work and double time for work performed outside ordinary hours of work in addition to their ordinary rate of pay for the day.

Employees provided with access to ‘excess hours leave’ (see Clause 41) are not eligible for overtime payment or granting of time in lieu.

Wherever possible, adequate notice shall be given of the requirement to work overtime.

40. **Time off in lieu of overtime**
An Employee classified in levels 1- 2 who works overtime may by mutual agreement with the Department Manager, take time off in lieu of paid overtime. This will be calculated on the basis of time and a half for the first two hours and double time thereafter. Prior approval by her or his supervisor, will be required for accrual of time off in lieu.

Time off in lieu for teaching staff at Longerenong will be in accordance with local arrangements.

The time off in lieu will be granted at a time suitable to the operation of the Employer taking into account the needs of the Employee.

41. **Excess Hours Leave**
Certain positions within the Company will require significant out of hours work and significant levels of travel time in order to service clients of the company. Where appropriate the General Manager or the CEO will identify such positions as attracting Excess Hours Leave that is provided in recognition of the additional requirements of the position.

Where an Employee changes their position, and the new position does not attract excess hours leave, the Employee shall be entitled to take the excess hours leave accrued in the former position (up until 31 December in the year in which it was
accrued) but shall not be entitled to any further accrual of excess hours leave from
the date she or he took up the new position.

A full time Employee in a position designated as attracting Excess Hours Leave shall
be entitled to up to 15 days paid leave on the ordinary rate of pay a year. The amount
of days off per annum will be allocated at the discretion of the General Manager/CEO.
The General Manager/CEO has the authority to increase or reduce the amount of
days off as per organisational requirements. Part time Employees will receive the
pro-rata equivalent. Prior approval must be given before leave is taken.

Excess Hours Leave is not cumulative and Employees are required to take the leave
within the calendar year in which they were accrued and this is achieved through
Employees negotiating an RDO leave plan for the year with their Department
Manager. Any subsequent changes to the dates identified in the plan must be
approved by the Department Manager. Department Managers are required to
manage excess leave hours in consultation with their staff. Any excess hours leave
not used by 31 December shall not be cumulative and shall not be carried forward to
the following year.

Excess Hours Leave shall not be granted in advance of it being accrued unless so
authorised by the General Manager or the CEO.

Upon cessation of employment, the Employee will be paid any Excess Hours Leave
accrued and not taken since 1 January in the year in which they are ceasing
employment with the Employer.

Where an Employee has excess hours leave arrangements applying to their
employment at the time this agreement is approved these arrangements will continue
to apply unless varied by mutual agreement between the Employee and the
Employer.

42. **Right to request flexible working arrangements**

Actual provisions in relation to the right to request flexible work are in accordance with
the NES, the provisions of which are summarised in this agreement.

Under the NES an eligible Employee who is a parent, or has responsibility for the
care of a child has a right to request a change in their working arrangements to assist
them to care for their child.
Eligibility

An Employee who is a parent, or has responsibility for the care of a child, is eligible to make request a change in their working arrangements if:

(a) they have completed at least 12 months continuous service with their Employer immediately before making the request; or

(b) they are a casual Employee that:

   (i) has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment of at least 12 months, immediately before making the request; and

   (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis; and

(c) they have care of a child who is either:

   (i) under school age; or

   (ii) under 18 and has a disability.

The request

The Employee must:

(a) make the request in writing; and

(b) include the details of the change sought and reasons for the change.

The Employer must give the Employee a written response to the request within 21 days, stating whether they grant or refuse the request. Employers may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

Reasonable business grounds may include but is not limited to:

(a) the effect on the workplace and business that approval of the request will have, including the financial impact of doing so and the impact on efficiency, productivity and customer service;

(b) the inability to organise work among existing staff;

(c) the inability to recruit a replacement Employee; or
(d) the practicality or otherwise of the arrangements that may need to be put in place to accommodate the Employee's request.

43. **Work on Public Holidays**
Employees who are required to work on a public holiday shall be paid at the rate of time and a half for work performed during ordinary hours of work and double time for work performed outside ordinary hours of work in addition to their ordinary rate of pay for the day. Casual Employees who work on public holidays will be paid double time and a half.

44. **Meal and Rest Breaks**
All Employees are entitled to a minimum of a thirty-minute break in any working day of five hours or longer. Time taken as meal breaks shall not be paid for and shall not be counted as time worked. Employees are entitled to take one 15 minute tea break in each five hour period of work without deduction from their hours of work. The Employer may stagger the timing of the tea break to meet operational requirements.

**PART 6 - TRAVEL & TRANSFER**

45. **Travelling and other out of pocket expenses**
Where the Employer requires an Employee in the course of their duties to be absent overnight or part of the day and the Employee incurs meal, travel or accommodation expenses which they would not have otherwise incurred, the Employee will be eligible to be reimbursed for necessary and reasonable out of pocket expenses.

Each Employer encourages all work related to travel to be undertaken using a company car. However where a company car is not available and an Employee has approval to use their own vehicle, expenses associated with the Employee’s approved use of private means of transport are reimbursable at ATO kilometre rates applicable to that vehicle. Prior approval must be obtained from an Employee’s Department Manager or in the case of Department Manager, the General Manager before Employees use private means of transport.

46. **Travel between offices**
Each Employer within the Skillinvest Group has several offices in regional Victoria and metropolitan Melbourne. Time spent by an Employee in travelling between offices on approved business shall count as time worked by the Employee.
47. **Transfer between offices**

Occasionally an Employee may be required to transfer from the office the Employee was originally based to another office with that company. Where such a transfer is required a planned, consultative approach with the Employee will be adopted to avoid undue hardship, unreasonable requirements or disruption to Employees. Where transfer is required, the Employer will attempt to transfer the Employee to the closest location where a suitable position is available, and will only transfer an Employee to a suitable position. A suitable position will be:

- At the same classification and rate of pay of the Employee; and
- A position that requires the skills and experience consistent with the skills and experience of the Employee being transferred or seconded, or where the Employer decides that the Employee will acquire the necessary skills within a three month period with adequate training, such training to be provided by the Employer; and
- Filled on the same number of hours as the Employee is employed for, unless the Employee agrees to a change of hours.

On transfer the Employee will retain their current employment status, conditions and salary range for their position.

Where an Employee has been transferred to another office the Employee is not entitled to claim mileage for travel from their home to the office to which they have been transferred (and vice versa), nor will they be entitled to count the time taken to travel to the office from their home (or from the office to their home) as time worked.

48. **Provision & use of company vehicles, laptops & mobile phones**

Designated positions with each Employer may attract a company supplied vehicle, laptop, mobile phone and other electronic devices based on the requirements of the position and the need for the Employee to travel to carry out the duties and responsibilities of that position. The purpose of the provision of this equipment is to allow the Employee to carry out the functions of their position.

In recognition of the requirement for Employees in those positions to work outside of normal hours and to care for and maintain the vehicle those Employees may be given
out of hours access to the company equipment at the discretion of the General Manager or the CEO.

The General Manager or the CEO will determine allocation of company equipment to designated positions. Where an Employee changes their position and the new position does not attract a company vehicle, laptop or a mobile phone the Employee will not be entitled to retain the company vehicle, laptop or mobile phone.

If an Employee with a company vehicle, laptop or mobile phone or other electronic devices is on an extended or an open-ended period of paid or unpaid leave the Employer will be entitled to require the Employee to relinquish the company vehicle, laptop or mobile phone or electronic device during the period of leave to allow their allocation to replacement Employees.

Company supplied vehicles do not form part of the Employee’s total salary package unless designated as such by the GM/CEO and will not be available for use during any period of unpaid leave or any period of extended paid leave. However the GM/CEO has the authority to approve the use of company supplied vehicles during extended periods of leave.

**PART 7 – LEAVE PROVISIONS**

49. **Annual Leave**
A full-time Employee shall be entitled to 4 weeks (152 hours) annual leave on the ordinary rate of pay for each year of service. Annual leave loading has been incorporated into the salaries contained in this agreement and is not payable when an Employee takes annual leave. Part time Employees will receive the pro-rata equivalent. An Employee’s entitlement to paid annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year. The time of taking annual leave shall be by mutual agreement between the Employee and Employer. Casual Employees are not entitled to paid annual leave.

Where a Public Holiday occurs during the period an Employee is absent on annual leave no deduction shall be made for that day from the annual leave credits of the Employee.
Upon cessation of employment, the Employee will be paid for any accrued annual leave which has not been taken.

Where it is necessary for the business to close down for periods such as Christmas, Easter; as well as any unforseen circumstances the Employer may direct Employees to take annual leave or accumulated time in lieu at that time providing that except where unforseen circumstances arise, Employees are provided with a minimum of 2 weeks’ notice. An Employee may elect to take leave without pay.

Where an Employee with accrued sick leave credits is ill/incapacitated whilst absent on annual leave, the Employee shall, provided that a medical certificate by the Employee is submitted for the period of illness, be placed on sick leave and no deduction shall be made from annual leave credits for the days in question.

Each Employer encourages Employees to take their annual leave regularly and does not encourage the accumulation of annual leave. To assist Employees in managing their annual leave balances, each Employee must submit an annual leave plan to their manager for approval and Employees will be notified in writing if their annual leave balance exceeds a 12 month accrual. Employees will then be required to submit a proposal for reducing the leave balance to their manager within two weeks of receiving such written notification.

50. **Cashing out of annual leave**

An Employee may, with the agreement of the Employer, elect to cash out annual leave entitlements, provided:

a) Agreement is reached with regard to the Employer’s duty of care for, and protect the health and welfare of Employees

b) The request is made in writing in accordance with Schedule 5.

c) The maximum amount of annual leave that may be cashed out in one year is 2 weeks or pro-rata thereof for Part-time Employees providing the remaining leave accrual is not less than 20 days

d) Cashed out annual leave is paid at the rate of pay applicable at the time that the Employee makes the election to cash out leave
e) Annual leave cannot be cashed out in advance of it being credited to the Employee.

51. **Public Holidays**

Employees, other than casuals, shall be entitled to the following holidays without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day

When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

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

When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

Where in the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional or substituted holidays for the purpose of this Agreement, provided that they apply to the municipality in which the Employer operates.

The Employer and an Employee may agree to substitute another day for any prescribed in this clause. Such agreement will be recorded in writing.
All indigenous Australian Employees shall be entitled to take the National Aboriginal Day of Celebration as an annual leave day or as a day taken out of accumulated time in lieu accrual or as a day of unpaid leave.

52. Personal Leave

Personal leave is:

(a) paid sick leave taken by an Employee because of a personal illness, or injury, of the Employee; or

(b) paid or unpaid carer’s leave taken by an Employee to provide care or support to a member of the Employee’s immediate family as defined in Clause 4, or a member of the Employee’s household, who requires care or support because of:

   (i) a personal illness, or injury, of the member; or

   (ii) an unexpected emergency affecting the member.

Full time Employees shall be entitled to 12 days (91.2 hours) personal leave for each year of service. A part-time Employee is entitled to the pro-rata equivalent. An Employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year.

Except as permitted by the NES, personal leave must be supported by a medical certificate, except for the first 3 occasions in any one year (being a 12 month period taken from the Employee’s date of commencement with the Employer). For the purposes of this clause an occasion includes a part-day absence.

An Employee must take all reasonable steps to notify the Employer (i.e. the Employee’s Manager or Team Leader) of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible thereafter.

Personal leave shall be taken in minimum units of one hour. 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.

Unused personal leave shall not be paid out on retirement or termination.
53. **Carer's Leave**

An Employee, other than a casual, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use any personal leave entitlement which accrues for absences to provide care and support for such persons when they are ill.

Except as permitted by the NES, an application for Carer’s Leave must be supported by a medical certificate or statutory declaration where the Employer requests such certification to be provided.

An Employee may elect, with the consent of the Employer, to take any other form of leave available to them to provide care to an immediate family member as defined in Clause 4 or household member who is ill.

This entitlement to use personal leave is subject to the Employee being responsible for the care of the person concerned; or a member of the Employee’s household.

The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take such leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

A casual Employee or a non-casual Employee whose personal leave entitlement has been exhausted is entitled to a period of up to 2 days unpaid carer’s leave for each occasion when a member of the Employee’s immediate family, or a member of the Employee’s household, requires care or support during such a period because of:

(a) a personal illness, or injury, of the member; or

(b) an unexpected emergency affecting the member.

54. **Compassionate Leave**

An Employee, other than a casual, is entitled to a period of 3 days of paid compassionate leave and a casual Employee is entitled to 3 days of unpaid compassionate leave for each occasion when a member of the Employee’s immediate family as defined in Clause 4 or a member of the Employee’s household...
contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.

Leave, with or without pay, in excess of three days may be granted if the Employer is satisfied that three days compassionate leave is inadequate.

Under certain circumstances and upon application from an Employee the General Manager may exercise their discretion and grant compassionate leave upon the death of a close friend or relative not otherwise included in the definition of immediate family as defined in Clause 4.

55. Parental leave - Employee with 12 months of service

(1) An Employee, other than a casual Employee, is not entitled to parental leave (other than unpaid pre-adoption leave) unless the Employee has, or will have, completed at least 12 months of continuous service with the Employer immediately before the date that applies under subclause (3).

(2) A casual Employee, is not entitled to parental leave (other than unpaid pre-adoption leave) unless:

(a) the Employee is, or will be, a long term casual Employee of the Employer immediately before the date that applies under subclause (3); and

(b) but for:

(i) the birth or expected birth of the child; or

(ii) the placement or the expected placement of the child; or

(iii) if the Employee is taking a period of unpaid parental leave that starts under subclause 58(6) or paragraph 59(3)(b) or 59(4)(b)—the taking of the leave;

the Employee would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(3) Date at which Employee must have completed 12 months of service

For the purpose of subclauses (1) and (2), the date that applies is:

(a) unless paragraph (b) or (c) applies:
(i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or

(ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or

(b) for an Employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subclause 58(6)—the date on which the Employee’s period of leave is to start; or

(c) for a member of an Employee couple taking a period of unpaid parental leave that is to start under paragraph 59(3)(b) or 59(4)(b) after the period of unpaid parental leave of the other member of the Employee couple—the date on which the Employee’s period of leave is to start.

(4) Birth-related leave means leave of either of the following kinds:

(a) unpaid parental leave taken in association with the birth of a child under clause 57;

(b) unpaid special maternity leave under clause 67.

(5) Adoption-related leave means leave of either of the following kinds:

(a) unpaid parental leave taken in association with the placement of a child for adoption under clause 57;

(b) unpaid pre-adoption leave under clause 72.

(6) The day of placement, in relation to the adoption of a child by an Employee, means the earlier of the following days:

(a) the day on which the Employee first takes custody of the child for the adoption;

(b) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

56. Adoption-related leave—child under 16.

(1) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:
(a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

(b) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and

(c) is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse or de facto partner.

57. Entitlement to unpaid parental leave

(1) An Employee is entitled to 12 months of unpaid parental leave if:

(a) the leave is associated with:

   (i) the birth of a child of the Employee or the Employee’s spouse or de facto partner; or

   (ii) the placement of a child with the Employee for adoption; and

(b) the Employee has or will have a responsibility for the care of the child.

58. Period of parental leave —other than an Employee couple

(1) This clause applies to an Employee who intends to take unpaid parental leave if:

(a) the Employee is not a member of an Employee couple; or

(b) the Employee is a member of an Employee couple, but the other member of the couple does not intend to take unpaid parental leave.

(2) The Employee must take the leave in a single continuous period.

(3) If the leave is birth-related leave for a female Employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.

(4) If the leave is birth-related leave but subclause (3) does not apply, the period of leave must start on the date of birth of the child.

(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.
(6) Despite subclauses (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:

(a) the Employee has a spouse or de facto partner who is not an Employee; and

(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

59. **Period of parental leave—members of an Employee couple**

(1) This section applies to an Employee couple if each of the Employees intends to take unpaid parental leave.

(2) Each Employee of an Employee couple must take the leave in a single continuous period.

(3) If the leave is birth-related leave:

   (a) one Employee’s period of leave must start first, in accordance with the following rules:

      (i) if the member of the Employee couple whose period of leave starts first is a female Employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;

      (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and

   (b) the other Employee’s period of leave must start immediately after the end of the first Employee’s period of leave (or that period as extended under clause 62 or 63).

(4) If the leave is adoption-related leave:

   (a) one Employee’s period of leave must start on the day of placement of the child; and
(b) the other Employee’s period of leave must start immediately after the end of the first Employee’s period of leave (or that period as extended under clause 62 or 63).

(5) If one of the Employees takes a period (the first Employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other Employee may take a period of unpaid parental leave (the concurrent leave) during the first Employee’s period of leave, if the concurrent leave complies with the following requirements:

(a) the concurrent leave must be for a period of 3 weeks or less;

(b) unless the Employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:

   (i) if the leave is birth-related leave—the date of birth of the child; or

   (ii) if the leave is adoption-related leave—the day of placement of the child;

(c) if the Employer agrees, the concurrent leave may (subject to paragraph (a):

   (i) start earlier than is permitted by paragraph (b); or

   (ii) end up to 3 weeks later than is permitted by paragraph (b).

(6) Concurrent leave taken by an Employee:

(a) is an exception to the rule that the Employee must take his or her leave in a single continuous period (see subclause (2); and

(b) is an exception to the rules about when the Employee’s period of unpaid parental leave must start (see subclause (3) or (4).

60. Parental leave within 6 weeks before the birth

(1) If a pregnant Employee who is entitled to unpaid parental leave (whether or not she has complied with clause 61) continues to work during the 6 week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate containing the following statements (as applicable):
(a) a statement of whether the Employee is fit for work;

(b) if the Employee is fit for work—a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:

(i) illness, or risks, arising out of the Employee’s pregnancy; or

(ii) hazards connected with the position.

(2) The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

(a) the Employee does not give the Employer the requested certificate within 7 days after the request; or

(b) within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or

(c) the following subparagraphs are satisfied:

(i) within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in her present position for a stated period for a reason referred to in subclause (1)(b)(i) or (1)(b)(ii);

(ii) clause 68 does not apply to the Employee.

(3) The period of leave must not end later than the earlier of the following:

(a) the end of the pregnancy;

(b) if the Employee has given the Employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

(4) Special rules about the period of leave. The period of leave:

(a) is an exception to the rule that the Employee must take her unpaid parental leave in a single continuous period (see subclause 58(2) or 59(3)); and
(b) is an exception to the rules about when the Employee’s period of unpaid parental leave must start (see subclause 58(3) and 58(6), or subclause 59(4)).

(5) The Employee is not required to comply with clause 61 in relation to the period of leave.

61. **Notice and evidence requirements**  

(1) An Employee must give his or her Employer written notice of the taking of unpaid parental leave under clause 58 or 59 by the Employee.

(2) The notice must be given to the Employer:

   (a) at least 10 weeks before starting the leave; or

   (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

(3) The notice must specify the intended start and end dates of the leave.

   **Confirmation or change of intended start and end dates**

(4) At least 4 weeks before the intended start date specified in the notice given under subclause (1), the Employee must:

   (a) confirm the intended start and end dates of the leave; or

   (b) advise the Employer of any changes to the intended start and end dates of the leave;

   unless it is not practicable to do so.

(5) An Employee who has given his or her Employer notice of the taking of unpaid parental leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person:

   (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or

   (b) if the leave is adoption-related leave:

       (i) of the day of placement, or the expected day of placement, of the child; and
(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

(6) Without limiting subclause (4), an Employer may require the evidence referred to in paragraph (4)(a) to be a medical certificate.

(7) An Employee is not entitled to take unpaid parental leave under clause 58 or 59 unless the Employee complies with this clause.

62. Extension of unpaid parental leave first 12 months

(1) This clause applies if:

(a) an Employee has, in accordance with clause 61, given notice of the taking of a period of unpaid parental leave (the original leave period); and

(b) the original leave period is less than the Employee’s available parental leave period; and

(c) the original leave period has started.

(2) The Employee’s available parental leave period is 12 months, less any periods of the following kinds:

(a) a period of concurrent leave that the Employee has taken in accordance with subclause 59(6);

(b) a period of unpaid parental leave that the Employee has been required to take under subclause 60(2) or 68(2);

(c) a period by which the Employee’s entitlement to unpaid parental leave is reduced under paragraph 63(6)(c);

(d) a period of special maternity leave that the Employee has taken.

(3) The Employee may extend the period of unpaid parental leave by giving his or her Employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.

(4) Only one extension is permitted under subclause (3).

(5) If the Employer agrees, the Employee may further extend the period of unpaid parental leave one or more times.
(6) The Employee is not entitled under this clause to extend the period of unpaid parental leave beyond the Employee’s available parental leave period.

63. Extension of parental leave beyond 12 months

(1) An Employee who takes unpaid parental leave for his or her available parental leave period may request his or her Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period.

(2) The request must be in writing, and must be given to the Employer at least 4 weeks before the end of the available parental leave period.

(3) The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(4) The Employer may refuse the request only on reasonable business grounds.

(5) If the Employer refuses the request, the written response under subclause (3) must include details of the reasons for the refusal.

(6) The following paragraphs apply in relation to a member of an Employee couple extending a period of unpaid parental leave in relation to a child under this clause:

(a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;

(b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
(c) the amount of unpaid parental leave to which the other member of the Employee couple is entitled under clause 57 in relation to the child is reduced by the period of the extension.

(7) Despite any other provision of agreement, the Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

64. Reducing period of unpaid parental leave

If the Employer agrees, an Employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

65. Employee who ceases to have responsibility for care of child

(1) This clause applies to an Employee who has taken unpaid parental leave in relation to a child if the Employee ceases to have any responsibility for the care of the child.

(2) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

(3) The specified day:

(a) must be at least 4 weeks after the notice is given to the Employee; and

(b) if the leave is birth-related leave taken by a female Employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.

(4) The Employee’s entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

66. Interaction with paid leave

(1) Clauses 57 to 66 (except for subclauses (2) and (3)) do not prevent an Employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

(2) An Employee is not entitled to take paid personal/carer’s leave or compassionate leave while he or she is taking unpaid parental leave.
(3) An Employee is not entitled to any community service leave payment in relation to activities the Employee engages in while taking unpaid parental leave.

67. **Unpaid special maternity leave**

(1) A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

   (a) she has a pregnancy-related illness; or

   (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

(2) An Employee must give her Employer notice of the taking of unpaid special maternity leave by the Employee.

(3) The notice:

   (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

   (b) must advise the Employer of the period, or expected period, of the leave.

(4) An Employee who has given her Employer notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subclause (1).

(5) Without limiting subclause (4), an Employer may require the evidence referred to in that subclause to be a medical certificate.

(6) An Employee is not entitled to take unpaid special maternity leave unless the Employee complies with subclauses (2) to (4).

(7) A female Employee’s entitlement to 12 months of unpaid parental leave associated with the birth of a child (see clause 57) is reduced by the amount of any unpaid special maternity leave taken by the Employee while she was pregnant.
68. **Transfer to a safe job**

(1) This clause applies to a pregnant Employee if:

(a) she is entitled to unpaid parental leave; and

(b) she has already complied with the notice and evidence requirements of clause 61(c) for taking unpaid parental leave; and

(c) she gives her Employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:

   (i) illness, or risks, arising out of her pregnancy; or

   (ii) hazards connected with that position.

(2) Without limiting clause 61 an Employer may require the evidence referred to in that paragraph to be a medical certificate.

(3) If this clause applies to an Employee:

   (a) if there is an appropriate safe job available—the Employer must transfer the Employee to that job for the risk period, with no other change to the Employee's terms and conditions of employment; or

   (b) if there is no appropriate safe job available—the Employee is entitled to take paid no safe job leave for the risk period.

(4) An appropriate safe job is a safe job that has:

   (a) the same ordinary hours of work as the Employee’s present position; or

   (b) a different number of ordinary hours agreed to by the Employee.

(5) Payment to Employee if transferred to appropriate safe job

(6) Without limiting paragraph (3)(a), if the Employee is transferred to an appropriate safe job for the risk period, the Employer must pay the Employee for the safe job at the Employee’s full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

(7) If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee’s base rate of pay for the Employee’s ordinary hours of work in the risk period.
(8) If the Employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

69. Employee on paid no safe job leave – medical certificate

(1) If an Employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate stating whether the Employee is fit for work.

(2) The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

   (a) the Employee does not give the Employer the requested certificate within 7 days after the request; or
   
   (b) within 7 days after the request, the Employee gives the Employer a certificate stating that the Employee is not fit for work.

(3) When the period of leave starts, the Employee’s entitlement to paid no safe job leave ends.

(4) Subclauses 60(3), 60(4) and 60(5) apply to the period of leave.

70. Consultation with Employee on unpaid parental leave

(1) If:

   (a) an Employee is on unpaid parental leave; and
   
   (b) the Employee’s Employer makes a decision that will have a significant effect on the status, pay or location of the Employee’s pre-parental leave position;

   the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

(2) The Employee’s pre-parental leave position is:

   (a) unless paragraph (b) applies, the position the Employee held before starting the unpaid parental leave; or

   (b) if, before starting the unpaid parental leave, the Employee:
(i) was transferred to a safe job because of her pregnancy; or
(ii) reduced her working hours due to her pregnancy;
(c) the position the Employee held immediately before that transfer or reduction.

71. Return to work guarantee
On ending unpaid parental leave, an Employee is entitled to return to:
(a) the Employee’s pre-parental leave position; or
(b) if that position no longer exists—an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

72. Unpaid pre-adoption leave
(1) An Employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the Employee’s adoption of a child.

(2) However, an Employee is not entitled to take a period of unpaid pre-adoption leave if:
   (a) the Employee could instead take some other form of leave; and
   (b) the Employer directs the Employee to take that other form of leave.

(3) An Employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
   (a) a single continuous period of up to 2 days; or
   (b) any separate periods to which the Employee and the Employer agree.

(4) An Employee must give his or her Employer notice of the taking of unpaid pre-adoption leave by the Employee.

(5) The notice:
   (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
(b) must advise the Employer of the period, or expected period, of the leave.

(6) An Employee who has given his or her Employer notice of the taking of unpaid pre-adoption leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subclause (1).

(7) An Employee is not entitled to take unpaid pre-adoption leave unless the Employee complies with subclauses (4) to (6).

73. Paid Parental Leave
Employees will not be entitled to any period of paid parental leave until they have completed two years’ service prior to taking parental leave. Casual Employees are not entitled to any period of paid parental leave.

After two years’ service Employees will be entitled to four weeks’ paid parental leave.

After three years’ service Employees will be entitled to six weeks’ paid parental leave.

Paid parental leave is part of the total maximum entitlement of 52 weeks parental leave and does not extend the total period of parental leave absence allowed.

Service in relation to this clause means the total period of employment with the Skillinvest Group excluding any period of unpaid leave in excess of one week.

Paid and unpaid parental leave is to be available to the primary care giver, except that the non-primary care giver parent may simultaneously take up to three weeks of unpaid leave at the time of the birth of the child or in the case of adoption leave up to three weeks unpaid leave at the time of placement of the child.

To be eligible for paid parental leave, Employees are required to provide a statutory declaration confirming that they are the primary care giver for the child and detailing any leave arrangements that their partner may be taking in relation to the birth or adoption of their child.

Where both parents are Employees of the Employer only the primary care giver shall be entitled to access the paid parental leave provisions outlined in this clause.

Keeping in touch days

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In order to assist Employees to maintain contact with the Employer during their leave, Employees who receive:

- 2 weeks paid parental leave, will be required to attend one Department meeting and one full Employee meeting during their period of parental leave.
- 4 weeks paid parental leave will be required to attend two Department meetings and two full Employee meetings during their period of parental leave.
- 6 weeks paid parental leave will be required to attend two Department meetings and two full Employee meetings and the annual strategic planning day during their period of parental leave.

If these meetings do not fall within the period of leave an Employee has taken, the Employer will not penalise the Employee for failing to attend such meetings.

Attendance will not be required within 42 days of the birth of the child, unless the Employee requests to attend an earlier meeting, but must not be within 14 days of the birth of the child.

Each Employer is mindful of the difficulties that may occur in arranging childcare to allow the carer the time to attend such meetings. The Employer will be flexible, where possible, to assist in the provision of facilities such as a private parenting room and the provision of company transport where necessary to assist in travel to meetings.

74. **Subsequent Periods of Paid Parental Leave**

An Employee with at least twelve months continuous service from the date of return from their last period of paid parental leave is eligible for two weeks paid parental leave.

An Employee with at least twenty-four months continuous service from the date of return from their last period of paid parental leave is eligible for four weeks paid parental leave.

An Employee with at least thirty-six months continuous service from the date of return from their last period of paid parental leave is eligible for six weeks paid parental leave.

The eligibility provisions set out in clause 73 also apply to all subsequent periods of parental leave.
An Employee who has previously taken unpaid parental leave but has not taken any paid parental leave will be eligible for the parental leave as if it is their first paid parental leave application and their eligibility for paid parental leave shall be assessed according to their service in accordance with clause 73 above.

75. Long Service Leave
Except where inconsistent with this clause, LSL shall be in accordance with the Victorian Long Service Leave Act.

An Employee who has 10 years eligible service with the Employer is entitled to be granted 13 weeks leave with pay. An Employee is entitled to a further 6.5 weeks leave with pay for each additional period of 5 years eligible service past 10 years eligible service.

An Employee who ceases employment after 5 years continuous service becomes eligible for pro rata entitlement to long service leave.

An Employee is required to give the Employer three months’ notice of his or her intention to take the full period of long service leave. An Employee is required to give the Employer one month’s notice of his or her intention to take a shorter period of long service leave.

Trainees who have been employed by the Employer (other than trainees or apprentices who have been hosted to a host Employer under a Group Training scheme) will have the period of service as a trainee recognised for Long Service leave purposes.

Where an Employee on approved long service leave becomes eligible for paid personal leave, the Employee will have an equivalent period of long service leave recredited, subject to providing a medical certificate to support the claim for personal leave.

76. Community Service Leave
Employees are entitled to unpaid leave to participate in voluntary emergency activities in accordance with the NES. Employees other than casuals are entitled to paid leave to attend for jury service in accordance with clause 77.
77. **Jury Duty Leave**
An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received had they not been on jury service.

78. **Leave Without Pay**
An Employee may apply for leave without pay for a specified period. It will be at the discretion of the General Manager/CEO to determine whether such leave will be granted. A maximum of 12 months will be granted at any one time.

79. **Aboriginal and Torres Strait Islander Ceremonial Leave**
An Employee who is required by the Employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to ten working days unpaid leave in any one year. The Employee shall be able to establish to the Employer that she or he has an obligation under Aboriginal or Torres Strait Islander custom or traditional law to participate in ceremonial activities. In such circumstances the Employee shall be granted such leave without pay for a maximum period of ten days per year, or for such extension granted by the Employer. Such leave shall not affect the Employee's entitlement to bereavement leave as set out in this agreement.

Approval of all Aboriginal and Torres Strait Islander Ceremonial leave will be subject to the Employer's convenience and will not unreasonably affect the Employer's operations but will not be unreasonably withheld.

80. **Leave for Religious/Cultural Purposes**
Each Employer recognises the needs of Employees from various cultural and religious backgrounds and will provide up to three days unpaid leave per year for religious or cultural purposes. Approval for such leave shall not be unreasonably withheld.
PART 8 – PERFORMANCE AND STANDARDS

81. Performance review

An annual Employee development/performance review shall be conducted for all Employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

- the new or enhanced skills required by the Employer, if any, together with proposed competency levels required where appropriate;
- any development and expansion anticipated by the Employer for the Employee in his/her position both in the short term and the longer term;
- current training needs to be undertaken to meet organisation objectives in both the short and long term and to enable an Employee to meet the standards of his/her existing position;
- the performance objectives required;
- current performance professional development needs of Employees.

Other than Employees on parental leave, an Employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence. Employees should be provided with ongoing feedback about their performance however, an Employee may request that feedback is provided at least every 6 months or other agreed time in between the annual review.

All salary increases recommended from the performance appraisal system must be approved by the General Manager. Such increases will be awarded solely on the basis of the performance of each Employee. The General Manager must notify the Employee of the outcome of the review within 30 days of the annual review being conducted, including any salary outcome arising from the appraisal. A reason within the Employers control does not include any delay in the review which occurs as a result of the Employee taking leave (other than parental leave) in excess of 3 months.

82. Professional Development

The Employers recognise the importance of ongoing learning and professional development to achieve career goals and are committed to the skills enhancement and career development of Employees.
An Employee may be required to attend promotional functions, industry seminars, network activities and training as part of their ongoing professional development. Reasonable notice would be given to any Employee required to attend such functions or activities.

Employees undertaking courses of study or attending training courses or seminars which are agreed to be mutually beneficial to the Employee and Employer, approved by the General Manager or the CEO of the relevant company, shall be permitted paid leave of up to 8 days per year to undertake the course or training.

Where examinations arise out of the course of study or training the Employee shall be entitled to paid leave from the Employee’s annual 8 day allocation to attend the examinations where they occur during hours normally worked.

83. **Disciplinary Procedure**

In using this procedure the Employer shall ensure that:

- where the Employee has been counselled or warned to improve work performance or conduct, a reasonable time shall be given to enable the Employee to comply; and
- the Employee is given an opportunity to respond to any concern or allegation made; and,
- the Employee is advised of their entitlement to be accompanied by a representative.

Where the Employer has concerns about the work performance or conduct of an Employee, the Employer shall initiate counselling of the Employee concerned through their supervisor to make them aware of the deficiencies in their performance and the standard of performance that the Employer requires the Employee to meet. The aim of the counselling is to attempt to restore and improve the levels of performance of the Employee.

At the commencement of counselling the Employer shall make the Employee aware of the nature of the counselling meeting and the specific areas of concern.

The Employer shall provide the Employee with an opportunity to respond at the interview.

Having informed the Employee of the concerns in relation to their performance or conduct, and having heard the Employee’s response, the Employer may give the
Employee a written warning requiring them to improve their performance or conduct. A copy of the written warning will be given to the Employee.

The written warning shall include a statement of the required performance or behaviour standards and where these standards are not being met. It shall also propose a time frame for monitoring progress against the standards and set a meeting time to assess progress.

The Employee shall be informed of the possible implications of continued unsatisfactory behaviour or performance including the possibility that their employment might be terminated.

A statement signed by the supervisor stating that a warning had been given to the Employee and setting out any agreement reached at the interview shall be placed on the Employee's file. A copy of this statement shall be given to the Employee.

If, at the meeting scheduled to assess progress, the Employer determines that the Employee's continuing work performance or conduct has not improved, The Employer may give a further written warning outlining the Employer’s concerns and reasons for giving the written warning.

The Employer may terminate the employment of the Employee on the third occasion that work performance or conduct has been assessed as not meeting the standards required, providing the procedural fairness aspects referred to above have been met.

Nothing in this procedure shall restrict the Employer's right to summarily dismiss an Employee in circumstances that warrant summary dismissal. The Employer is not required to give three warnings before terminating employment in circumstances that warrant summary dismissal.

Nothing in this procedure shall prevent the Employer from repeating steps specified above where the particular circumstances require it.

84. **Dress Standards & Uniform Allowance**

At work, an Employee must observe standards of personal hygiene and presentation, to the expected standard of the Company.

Full time Employees are entitled to a uniform allowance to assist them in the purchase of the Employer’s uniform where a uniform is available. Part time
Employees who work a minimum of 19 hours a week are entitled to a pro rata uniform allowance. Uniform allowance may be provided to casual staff at the discretion of the CEO and/or General Manager.

85. **Intellectual Property & Confidentiality**
The Employer asserts its ownership of all the intellectual property made in the course of all work on its behalf by its Employees.

86. **Confidentiality**
For the purposes of this Agreement, "Confidential Information" means:

All business and financial information relating to each Employer and/or the Skillinvest Group;

All marketing strategies, customer listings, applicants listings, business listings, information concerning the vacancies at and business of customers, product formulations, computer programmes, compilations, data bases, and all other information which, by its nature, places or potentially places the Employer and/or the Skillinvest Group at an advantage or disadvantage over its present or future competitors; and

Any information which is marked 'confidential'; and

Any information what would otherwise at law be considered secret or confidential information of the Employer and/or the Skillinvest Group.

The Employees acknowledge that all the confidential information that may come into their possession, is and remains the property of the Employer and/or the Skillinvest Group. The Employees agree that without the Employer’s written consent they will not at any time copy or take extracts from confidential information or remove any confidential information from the Employer’ premises except in the normal course of employment. In the case of approved removal, Employees will as promptly as possible return the information to the Employer.

Employees must not, either before or after the termination of their employment, disclose to any person (other than to the Employer, the Skillinvest Group and persons from time to time authorised by the CEO or General Manager) any confidential information. Employees must not make any use of any such confidential information
to gain directly or indirectly any improper advantage to either the Employee or to any other person, firm or body corporate.

87. **Occupational Health and Safety**

The Employer shall take all reasonable action to ensure the health and safety of Employees and shall adopt and implement appropriate health and safety policies and practices.

An Employee must work safely at all times, observing all safety precautions and procedures, including the wearing of protective clothing and equipment when necessary. Failure to do so may result in the Employer initiating disciplinary proceedings under clause 83 of this Agreement.

All necessary protective clothing and safety equipment shall be provided free of cost for use of each Employee, where necessary to protect the clothing or person of the Employee or where required by the Employer to be worn or used. These items shall remain the property of the Employer and shall be maintained by the Employer free of cost to the Employee.

Each Employer shall comply with all requirements under the Occupational Health and Safety Act 2004.

PART 9 – ENDING EMPLOYMENT

88. **Termination of Employment**

In the case of termination of employment (other than for serious misconduct) the Employer shall give the Employee the following notice:

- Where an Employee has been employed for a continuous period of not more than 1 year – 1 week
- Where an Employee has been employed for a continuous period of more than 1 year but not more than 3 years: 2 weeks’ notice
- Where an Employee has been employed for a continuous period of more than 3 years but not more than 5 years: 3 weeks’ notice
- Where an Employee has been employed for a continuous period of more than 5 years: 4 weeks’ notice
In addition to this notice, Employees over 45 years of age, at the time of the giving of the notice, with not less than two years’ continuous service, shall be entitled to an additional week’s notice.

The Employer may decide to provide payment in lieu of notice. Employment may be terminated by part of the period of notice specified and part payment in lieu of notice.

The period of notice in this clause shall not apply in the case of conduct that justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specific task or tasks.

The notice period for Employees on probation is one week.

89. **Notice of termination by Employee**

The notice of termination required to be given by an Employee shall be the same as that required of the Employer, except that there shall be no additional notice based on the age of the Employee concerned.

If an Employee fails to give notice, the Employer shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

90. **Statement of employment**

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

91. **Summary dismissal**

The Employer shall have the right to dismiss any Employee without notice for conduct that justifies instant dismissal. This includes the Employee in the course of the Employee’s employment:

- engaging in theft, or fraud, or assault, or;
- being intoxicated or under the influence of drugs at work, or;
- refusing to carry out a lawful and reasonable instruction that is consistent with the Employee’s contract of employment.

This list does not preclude other actions or behaviour on the part of an Employee being considered by the Employer to justify instant dismissal.
In such cases the wages shall be paid up to the time of dismissal only.

92. **Redundancy**

In the event that the need for redundancy should arise, the Employer will take all steps to inform and discuss the circumstances of the redundancy with the affected Employee in accordance with Clause 8 of this agreement.

In addition to the period of notice prescribed for ordinary termination, an Employee, other than a casual Employee, whose employment is terminated under this clause shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>18 weeks’ pay</td>
</tr>
</tbody>
</table>

‘Weeks’ pay’ means ordinary time rate of pay for the Employee concerned.

The Employer may make application to the Fair Work Commission to have the general severance pay prescription varied if it obtains acceptable alternative employment for an Employee who would otherwise be made redundant.

93. **Employee leaving during notice**

An Employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Employer until the expiry of such notice. However, in this circumstance the Employee shall not be entitled to payment in lieu of the remainder of the period of notice.
94. **Transfer to lower paid duties**
Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

95. **Time off during notice period**
During the period of notice of termination given by the Employer because of redundancy an Employee shall be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

96. **Abandonment of Employment**
Where an Employee is absent from work for more than 5 working days without the consent of or notification to the Employer, the Employer will write to the Employee advising them that the employment will be treated as having been abandoned unless they notify the Employer and provide reasons acceptable to the Employer as to why they have been absent from work within a further 5 working days. If no response or reasonable explanation is provided within 10 days of the Employer writing to the Employee, they will be deemed to have abandoned their employment and their employment will be terminated without notice.
Signatory

Signed for and on behalf of each Skillinvest Group company:

Signature: __________________________
Name: Jean Luciana
Address: 41 Oliver Crt Horsham VIC
Date: 02.10.13

The above person is authorised to sign the Agreement on behalf of the Employer for the following reason/s:

General Manager Workcco Limited

Signature: __________________________
Name: Terry Brehen
Address: 50 Spright Street Newport
Date: 1.8.13

The above person is authorised to sign the Agreement on behalf of the Employer for the following reason/s:

General Manager Link Employment & Training

Signed for and on behalf of the Employees

Signature: __________________________
Name: Dalton Burns
Address: 153 Natimuk Road Horsham
Date: 31.01.2013

The above person is authorised to sign the Agreement on behalf of the Employees for the following reason/s:

Staff Rep - Workcco Longerenong
The above person is authorised to sign the Agreement on behalf of the Employees for the following reason/s:

Staff Representative Link Employment + Training
Schedule 1 Salaries
Salaries are effective from the beginning of the first pay period commencing on or after the dates specified in both tables

WORKCO Limited and LINK Employment + Training and Longerenong College Operational Staff

<table>
<thead>
<tr>
<th>Classification</th>
<th>After 1 July 2013</th>
<th>After 1 July 2014</th>
<th>After 1 July 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>37,388</td>
<td>38,510</td>
<td>39,665</td>
</tr>
<tr>
<td>1.2</td>
<td>38,182</td>
<td>39,328</td>
<td>40,507</td>
</tr>
<tr>
<td>1.3</td>
<td>39,143</td>
<td>40,317</td>
<td>41,527</td>
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<td>1.4</td>
<td>40,925</td>
<td>42,153</td>
<td>43,417</td>
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<td>1.5</td>
<td>41,574</td>
<td>42,821</td>
<td>44,106</td>
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<td>1.6</td>
<td>42,533</td>
<td>43,809</td>
<td>45,123</td>
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<td>1.7</td>
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<td>45,343</td>
<td>46,703</td>
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<td>1.8</td>
<td>44,699</td>
<td>46,040</td>
<td>47,421</td>
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<td>1.9</td>
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<td>48,545</td>
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<td>46,407</td>
<td>47,799</td>
<td>49,233</td>
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<tr>
<td>2.2</td>
<td>47,488</td>
<td>48,913</td>
<td>50,380</td>
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<td>2.3</td>
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<td>51,722</td>
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<tr>
<td>2.4</td>
<td>49,646</td>
<td>51,135</td>
<td>52,669</td>
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<tr>
<td>2.5</td>
<td>51,106</td>
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<tr>
<td>2.6</td>
<td>52,355</td>
<td>53,926</td>
<td>55,543</td>
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<td>2.7</td>
<td>53,456</td>
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<td>56,711</td>
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<tr>
<td>2.8</td>
<td>54,597</td>
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<tr>
<td>2.9</td>
<td>55,806</td>
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<td>60,850</td>
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<tr>
<td>3.2</td>
<td>58,155</td>
<td>59,899</td>
<td>61,696</td>
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<tr>
<td>3.3</td>
<td>58,800</td>
<td>60,564</td>
<td>62,381</td>
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<tr>
<td>3.4</td>
<td>60,504</td>
<td>62,319</td>
<td>64,189</td>
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<tr>
<td>3.5</td>
<td>61,813</td>
<td>63,668</td>
<td>65,578</td>
</tr>
<tr>
<td>3.6</td>
<td>63,443</td>
<td>65,346</td>
<td>67,307</td>
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### Longerenong College - Teaching Staff

<table>
<thead>
<tr>
<th>Classification</th>
<th>Level 1 - Trainer</th>
<th>Level 2 - Teacher</th>
<th>Level 3 - Senior Teacher</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After 1 July 2013</td>
<td>After 1 July 2014</td>
<td>After 1 July 2015</td>
</tr>
<tr>
<td><strong>Step 1</strong></td>
<td>51,338</td>
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<td>54,465</td>
</tr>
<tr>
<td><strong>Step 2</strong></td>
<td>53,111</td>
<td>54,704</td>
<td>56,345</td>
</tr>
<tr>
<td><strong>Step 3</strong></td>
<td>54,885</td>
<td>56,531</td>
<td>58,227</td>
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<tr>
<td><strong>Step 4</strong></td>
<td>56,657</td>
<td>58,357</td>
<td>60,108</td>
</tr>
<tr>
<td><strong>Step 1</strong></td>
<td>59,611</td>
<td>61,400</td>
<td>63,242</td>
</tr>
<tr>
<td><strong>Step 2</strong></td>
<td>61,384</td>
<td>63,225</td>
<td>65,122</td>
</tr>
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<td><strong>Step 3</strong></td>
<td>63,155</td>
<td>65,050</td>
<td>67,002</td>
</tr>
<tr>
<td><strong>Step 4</strong></td>
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<td>66,877</td>
<td>68,883</td>
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<td><strong>Step 5</strong></td>
<td>66,702</td>
<td>68,703</td>
<td>70,764</td>
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<tr>
<td><strong>Step 6</strong></td>
<td>68,474</td>
<td>70,529</td>
<td>72,644</td>
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<tr>
<td>Step 1</td>
<td>71,428</td>
<td>73,571</td>
<td>75,778</td>
</tr>
<tr>
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<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Step 2</td>
<td>73,202</td>
<td>75,398</td>
<td>77,660</td>
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<tr>
<td>Step 3</td>
<td>74,975</td>
<td>77,224</td>
<td>79,541</td>
</tr>
<tr>
<td>Step 4</td>
<td>76,747</td>
<td>79,050</td>
<td>81,421</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 4 – Manager, Academic Programs</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>84,428</td>
<td>86,961</td>
<td>89,570</td>
</tr>
<tr>
<td>Step 2</td>
<td>87,383</td>
<td>90,005</td>
<td>92,705</td>
</tr>
<tr>
<td>Step 3</td>
<td>90,337</td>
<td>93,047</td>
<td>95,839</td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------</td>
<td>--------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>1. <em>Trainer</em></td>
<td>Employees at this level will have either: Extensive experience in the area of expertise being taught and a teaching qualification; or A Certificate IV in Workplace Training and Assessment or equivalent qualification and relevant industry experience.</td>
<td>Employees at this level will work with students in a direct teaching role, initially under the close supervision and guidance of a more senior Teacher, progressing to more independent work with experience. Activities will typically include: -Establishing and maintaining a learning environment, including encouraging students to take responsibility for their own learning and</td>
<td>Basic pastoral care for students and will recognize and refer learning difficulties or more complex issues to senior Employees Planning and prioritising own work schedule, within set guidelines. Take an active role in identifying own professional development needs.</td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
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<td>---------------------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>deciding instructional strategies within their own teaching areas.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Customizing units and courses as appropriate to meet student and client needs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Provision of advice and guidance to students and other Employees within their own areas of specialist expertise.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Liaison with Training Provider networks and learning communities.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Assistance with maintenance and review of teaching programs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Assistance to other</td>
<td></td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------</td>
<td>---------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2. Teacher</td>
<td>Employees at this level will have: A relevant degree and a teaching qualification and significant experience as a teacher in the relevant industry/area or Significant industry experience and a teaching qualification (minimum Certificate IV in Workplace Training and Assessment).</td>
<td>Employees at this level will work with students in a direct teaching role and will generally carry out their duties without the need for close supervision and guidance. Typical activities will include those for Trainer and: Active promotion of training opportunities to the community, students and industry within areas of their own expertise Administration, co-</td>
<td>Basic pastoral care to students with some capacity for more complex problem resolution and recognition of appropriate referral to more senior Employees. Exercise judgment and initiative in relation to areas of direct teaching responsibility. Guidance and advice for colleagues at Trainer and associated Employees</td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------</td>
<td>----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td>This is the entry level for a qualified teacher.</td>
<td>ordination and other relevant activities that relate to the areas that they teach in.</td>
<td>Planning and prioritising work schedule within guidelines and in context of overall requirements of the work area.</td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
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<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>needs of students and training needs of Employers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Encourage and support innovative learning and teaching strategies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Well developed understanding of a specialized area of knowledge.</td>
</tr>
<tr>
<td>3. Senior Teacher</td>
<td>Employees at this level will ideally have a degree and a teaching qualification and must have extensive experience as a teacher and extensive experience in the relevant industry/area</td>
<td>Employees at this level will use their extensive experience in a direct teaching role and will also assist more junior teaching Employees in their direct teaching roles. Typical activities will include all of those for Well developed pastoral care skills.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Capable of identifying problems and possible strategies for resolution including provision of guidance and problem solving assistance for more junior teaching</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Level</td>
<td>Qualifications/Special Skills</td>
<td>Key Activities</td>
<td>Judgement &amp; Problem Solving</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------</td>
<td>----------------</td>
<td>----------------------------</td>
</tr>
</tbody>
</table>
|       |                               | Trainer and Teacher, and assistance and supervision of Trainers and Teachers in their teaching duties | Employees  
Exercise own judgement and initiative in delivery of programs.  
Provide leadership in specialist areas of knowledge within the teaching department and across the College.  
Identify suitable teaching objectives for self, and assistance to junior Employees in setting and achieving their objectives. | Employees working directly in associated roles. | the role of program leader for a particular course. In such cases, sufficient time will be reflected in the Employee's workload to perform the associated administration.  
A program leader is the first point of contact for students enrolled in a course.  
The program leader is expected to foster the successful implementation of training under the supervision and guidance of the |
<table>
<thead>
<tr>
<th>Level</th>
<th>Qualifications/Special Skills</th>
<th>Key Activities</th>
<th>Judgement &amp; Problem Solving</th>
<th>Level of Supervision</th>
<th>Organisational Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Manager Academic Programs</td>
<td>An appropriate degree plus an appropriate education qualification and extensive relevant experience in rural education.</td>
<td>Employees at this level are responsible for the day to day management of the College’s VET programmes at all levels and also for ensuring that student welfare and academic discipline are maintained.</td>
<td>Sound strategic decision making skills Capable of investigating, reporting and making recommendations via the Principal and Managing Director to Board level about directions, options and activities for the Management of academic Employees at all levels within the College, under broad direction of the Principal and CEO.</td>
<td>Responsible for the direction and maintenance of the overall teaching programs within the College, including relationships with outside bodies. Employees at this level may be allocated the role of program</td>
</tr>
</tbody>
</table>

Manager Academic Programs.
Successful program leadership will be seen favourably for Employees applying for incremental advancement.
<table>
<thead>
<tr>
<th>Level</th>
<th>Qualifications/Special Skills</th>
<th>Key Activities</th>
<th>Judgement &amp; Problem Solving</th>
<th>Level of Supervision</th>
<th>Organisational Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>College.</td>
<td></td>
<td>leader for a particular course. In such cases, sufficient time will be reflected in the staff workload to perform the associated administration. A program leader is the first point of contact for students enrolled in a course.</td>
</tr>
</tbody>
</table>
Schedule 3 – Classification levels other than teaching staff

Level 1 - is the entry level for Employees undertaking roles providing clerical and administrative work. Employees at this level include the initial recruit who may have limited relevant experience. Employees who are undertaking on the job training are usually appointed within this level and perform routine tasks under direction and supervision using established practices, procedures and instructions. Such Employees perform routine office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate office equipment. Employees appointed at this level will be under the direct supervision of a senior worker. Less experienced Employees will have access to supervision and may have their work regularly checked.

At higher salary points within this level, Employees work under general direction and are expected to solve problems by reference to established practices, procedures and instructions rather than close supervision.

Characteristics of positions at this level:

- Works in a team
- Normally works under direct supervision with Employees at higher salary points within this level expected to work under general direction

Typical positions at this level:

- Clerical officer undertaking reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors
- Clerical officer undertaking maintenance of basic records, filing, collating, photocopying, handling or distributing mail including messenger service
- Clerical officer required to operate keyboard and other office equipment
• Administrative officer undertaking payroll or finance duties under supervision
• Farm hand

**Level 2**

Employees employed at Level 2 work under general direction and professional guidance in the application of procedures, methods and guidelines which are well established, and may need specialised knowledge to undertake the requirements of the position. At higher salary points within this level an Employee works autonomously from day to day but has access to supervision in functions that require the application of skills and knowledge appropriate to the work.

General features of this level involve solving problems of difficulty using knowledge, judgement and work organisational skills. Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

At this level, Employees may be required to provide assistance to or supervise lower classified staff in their day-to-day work. Employees may undertake planning and coordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Characteristics of positions at this level:

**Level 2 Employee characteristics:**

• Knowledge of work activities, policies and procedures within the organisation and an understanding of the organisation’s objectives, role and services
- A working knowledge of guidelines or statutory requirements relevant to the organisation and the area within the organisation in which the Employee operates

- May provide assistance to other Employees and/or supervision of lower level Employees

- Instructions are provided on the broader requirements of the work but the Employee has freedom to act within established practices

- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems arise

- Under direction plan, co-ordinate and deliver training programs

- Undertakes the full range of employment consultant duties in accordance with documented procedures, assistance is available where complex or challenging issues arise

- Undertakes Occupational Health and Safety assessment, consultation and assistance

- Demonstrated ability to train, mentor and supervise colleagues on procedures

- Exercise autonomy within clear objectives and/or budget constraints

- Exercise problems solving skills generally found in precedents, guidelines or instructions

Typical positions at this level:

- Administration officer
- Consultant
- Payroll officer
- Finance officer
Level 3

Employees at level 3 are required to work autonomously and provide a high level of service delivery, will co-ordinate and oversee a program and/or project and may lead or supervise a team.

A person employed at level 3 will operate under limited direction from senior Employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. An Employee at this level may exercise supervisory functions.

General features at this level allow Employees the scope to influence the operational activities of the organisation and would require Employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level may be required to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other Employees. Employees may be required to negotiate matters on behalf of the organisation.

Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work place. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and coordination of a program, project and/or significant work area and maintain organisational standards and compliance. Employees require a good understanding of the long term goals of the organisation.

The supervision of staff is normally a feature at this level and Employees are responsible for a larger organisational group.
Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice.

Characteristics of positions at this level:

- Comprehensive knowledge of work activities, policies and procedures within the organisation and an understanding of the organisation’s objectives, role and services gained through experience, training or education
- Detailed knowledge of guidelines or statutory requirements relevant to the organisation and the area within the organisation in which the Employee operates
- Specialist or well developed skills and/or supervision/management abilities
- Works autonomously under limited direction from a manager with advice on complex or unusual matters available
- May supervise or lead a work or unit across the organisation
- Has significant delegated authority. Methods, techniques and approach are based on sound judgement
- Provide advanced employment consultancy services or training programs to a wide range of internal and external clients

Typical positions at this level:

- Consultant
- Trainer
• Supervisor of a section or complex function
• Farm Manager
• Business Development Coordinator

Level 4

Level 4 is the management level. The general features of this level require the Employee’s involvement in the initiation and formulation of extensive projects or programs which impact on the organisation’s goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Positions in this level will demand responsibility for decision making within the constraints of organisational policy and require the Employees to provide advice and support to all facets of the company. Positions at this level may be recognised by significant independence of action and a direct accountability to the General Manager/CEO.

Manager

Manager Level characteristics:

Characteristics of positions at the Manager level:

• Capacity to prepare strategic plans in accordance with organisational objectives
• Comprehensive knowledge of organisational policies, statutory requirements and government policies relevant to the organisational area(s)
• Ability to identify emerging needs and to develop and implement appropriate and effective policies/procedures to address these needs
• Sound financial and budgeting skills are required to undertake work at this level
- Capacity to manage program requirements from the concept stage through to implementation stage using demonstrated skills in planning, problem solving, coordination and evaluation

- Staff management skills to ensure the effectiveness of the organisation’s staff resources including training, development and performance management of staff

- Highly developed written and oral communication skills including the capacity to prepare reports, liaise with a wide range of individuals, organisations and other stakeholders and the ability to make oral presentations

- The ability to influence and gain the cooperation of others is expected at this level

- Reports directly to the General Manager/CEO but may be required to prepare reports and information at Board level.
Schedule 4 Team leader allowance rates

Rates adjusted at the same time as rates in clause 26 are adjusted (first pay period commencing on or after 1 July in the year specified):

<table>
<thead>
<tr>
<th>level 1.1</th>
<th>1 July 2013</th>
<th>1 July 2014</th>
<th>1 July 2015</th>
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<td>3477</td>
<td>3581</td>
<td>3688</td>
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</table>
Schedule 5 - Election To Cash Out Annual Leave

I, ........................................, elect to cash out (be paid for) ............. day/s of my current annual leave entitlement.

In making this election, I acknowledge that;

• In electing to cash out a portion of my annual leave, I give up my entitlement to take that amount of annual leave;
• The rate of pay at which my cashed out annual leave will be paid to me will be at least the rate of pay I receive at the time of making this election;
• I cannot cash out more than 2 weeks annual leave within a 12 month period (or the equivalent proportionate entitlement for part-time Employees);
• My Employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance;
• My Employer has not required me to cash-out an amount of annual leave; and
• My Employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my annual leave entitlement.

Employee Signature: .................................................................................................. Date:

Employer Signature: .................................................................................................. Date:
Schedule 6 – Translation and Transitional salary arrangements

Staff employed at Workco have received the benefit of the 2.9% Fair Work Australia 2012 minimum wage increase effective from the first pay period commencing on or after 1 July 2012 and will receive an additional 0.1% from 1 October 2012 to bring their annual rate of adjustment in line with the 3% annual wage increase provided for in clause 26 of this agreement. Translation will be based on all rates as at 1 October 2012.

Administration, Trainers, Consultants and Managers Translation table

<table>
<thead>
<tr>
<th>Link Agreement 2008</th>
<th>Skillinvest Agreement 2013</th>
<th>Workco Agreement 2005</th>
<th>Skillinvest Agreement 2013</th>
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SM denotes salary maintenance. Employees who are on salary maintenance will have their existing salary maintained (with the benefit of an total annual adjustment of 3% absorbing Fair Work Commission increases) providing that if they progress to the next salary point within the classification table, the applicable rate from the salary schedule will then apply.

Non-teaching staff at Longerenong will be paid a minimum of the rates in classification table in clause 23, however where they are currently paid more than that rate, their current salary rate will be maintained. The increases provided for in clause 26 will apply.
UNDERTAKING

In accordance with Sections 190 and 191 of the Fair Work Act 2009, WORKCO Ltd and LINK Employment and Training make the following undertaking:

1. WORKCO Ltd and LINK Employment and Training undertake that in accordance with clause 32 of the SkillInvest Agreement 2013 all staff employed in the Youth Connections program will be paid minimum wages no less that the amount they would have been entitled to under clause 15 of MA000100 - Social, Community, Home Care and Disability Services Industry Award 2010 after application of the Classification definitions contained in Schedule B of that award applicable to social and community services employees.

Signed

Date: 4.9.13

Dean Luciani
General Manager
WORKCO Limited

Signed

Date: 4.9.13

Terry Breheny
General Manager
LINK Employment and Training Inc