



## DECISION

*Fair Work Act 2009*

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

**Careers Australia Group Limited trading as Careers Australia Group**  
(AG2014/10978)

### CAREERS AUSTRALIA GROUP ENTERPRISE AGREEMENT 2014

Educational services

DEPUTY PRESIDENT SMITH

MELBOURNE, 15 JANUARY 2015

*Application for approval of the Careers Australia Group Enterprise Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Careers Australia Group Enterprise Agreement 2014 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Careers Australia Group Limited. The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union of Australia, 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 that the Agreement covers this organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 January 2015. The nominal expiry date of the Agreement is 21 January 2018.



DEPUTY PRESIDENT

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CAREERS AUSTRALIA GROUP

# enterprise

AGREEMENT 2014



THE FASTEST WAY TO A BETTER JOB

# CAREERS AUSTRALIA GROUP ENTERPRISE AGREEMENT 2014

## 1. TITLE

This Agreement shall be known as the Careers Australia Group Enterprise Agreement 2014.

## 2. ARRANGEMENT

The Agreement is arranged as follows:

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### **3. APPLICATION OF AGREEMENT**

- 3.1 This Agreement applies to all employees employed in the classifications described in clauses 12, 13 and 14 by one of the following employers
- (a) Careers Australia Group Limited;
  - (b) Careers Australia Institute of Training Pty Ltd;
  - (c) Careers Australia Education Institute Pty Ltd;
  - (d) Careers Australia College of Healthcare Pty Ltd
- 3.2 For clarity, this Agreement does not cover employees engaged in the Employer's Sales, Human Resources or Information Technology functions or employees in roles more senior than Campus Operations Managers. Nor does it cover trainees undertaking a traineeship under a training contract and apprentices.

### **4. DATE AND PERIOD OF OPERATION**

- 4.1 This Agreement will come into operation seven days after the date of approval of this agreement by the Fair Work Commission.
- 4.2 The nominal expiry date of this Agreement is three (3) years from the date it comes into operation.

### **5. DEFINITIONS**

- (a) Act means the *Fair Work Act 2009* (C'th) as amended from time to time;
- (b) Employer means any or all of the entities referred to in clause 3.1 of this agreement;
- (c) NES means National Employment Standards as set out in the Act;
- (d) Employee means any of the employees that this agreement applies to;
- (e) Full time Employee means an Employee engaged on a permanent basis to work the hours set out in clause 18
- (f) Part time Employee means an Employee engaged on a permanent basis to work a specified number of hours less than an average of 38 hours per week.
- (g) Part time hourly rate means the applicable weekly full time rate, as set out in clause 15.1 of this agreement, divided by 38.
- (h) Casual Employee means an Employee who is engaged and paid by the hour.
- (i) Weekly Full Time Salary means the amount specified in clause 15.1 that is calculated by dividing the annual salary by 52.1428
- (j) Supervisors means all Employees who are employed under one of the following classifications – Team Leader, Administration Manager, Systems Manager, Section Manager, Business Manager/Head of School.



- (k) Administrators means all Employees who are employed under one of the following classifications - Level 1 Administration Officer, Level 2 Administration Officer, Level 3 Client Service Officer/Administration Support Officer, and Education Coordinator/Education Support Officer.
- (l) A Trainer/Educator means all Employees who are employed under one of the classifications in Clause 12.
- (m) Trade means a qualification which may include a Certificate III or IV qualification that leads to certain trade occupation as per the National Skills Needs List. A Trade includes a number of Agriculture and Horticulture qualifications at the Cert II, III and IV levels.

## **6. RELATIONSHIP WITH AWARDS**

- 6.1 This agreement operates to the exclusion of and wholly replaces any award (existing or future) which may otherwise, but for this clause, apply to any Employee.

## **7. NO DISADVANTAGE**

- 7.1 No Employee will have their ordinary rate of pay reduced as a result of this agreement coming into operation.

## **8. FLEXIBILITY**

- 8.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the following terms of this agreement:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) allowances;

as long as

- the arrangement meets the genuine needs of the Employer and Employee; and
- the arrangement is genuinely agreed to by the Employer and Employee.

- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

- 8.3 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.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 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.

## **9. CONTRACT OF EMPLOYMENT**

- 9.1 When an Employee is first employed by the Employer, the Employee will receive a document stating:
- (a) whether they are a full time, part time, temporary or casual Employee;
  - (b) what classification they are being employed under; and
  - (c) their applicable rate of pay as at the date of appointment.
  - (d) for part time Employees, the number of ordinary hours to be worked, on average, each week;
  - (e) the length of notice (or payment in lieu of) of termination of employment to be given by either the Employer or the Employee.

## **10. TERMINATION OF EMPLOYMENT**

- 10.1 The length of notice (or payment in lieu thereof) of termination of employment shall be as included in the Employee's letter of appointment, provided that the minimum period of notice (other than for a casual) cannot fall below minimum legislative requirements in force at the date of termination.
- 10.2 Upon request on termination, the Employer will provide a general statement of service to any Employee, detailing:
- (a) the Employee's length of service; and
  - (b) the Employee's duties and responsibilities.

## 11. CLASSIFICATIONS

### 11.1 Employee classifications

Employees will be classified under one of classifications set out in clauses 12, 13 and 14 of this agreement.

### 11.2 Temporary Higher Engagement

- (a) Employees may be appointed to a different classification for a temporary period of more than 3 months (**a temporary higher engagement**).
- (b) The temporary higher engagement must be to a classification at a higher pay rate than the Employee's existing classification (whether or not in the same stream).
- (c) Appointments to a temporary higher engagement are solely at the discretion of the Employer and, unless otherwise determined by the Employer, will usually be made in writing before the temporary higher engagement commences.
- (d) Unless extended by the Employer, when the temporary higher engagement ends the Employee will return to their existing classification.
- (e) For clarity:
  - (i) Employees will only be offered a temporary higher engagement if they hold the skills, qualifications and experience to perform the role;
  - (ii) temporary higher engagements will only be offered taking into account the needs of the business and each Employee's work performance and skills; and
  - (iii) temporary higher engagements will only be offered if there is a genuine need for a person to perform the role subject of the temporary higher engagement on an ongoing basis for the period of the temporary engagement.

## 12. CLASSIFICATIONS FOR TRAINERS AND EDUCATORS

12.1 Trainers and educators may be engaged under one of the following classifications. All Trainers and Educators must have recent and relevant industry experience at least to the level to which they are engaged.

### (a) Level 1 Trainee Trainer/Educator

A Level 1 Trainee Trainer/Educator means a person appointed in writing to that classification by the Employer with appropriate subject knowledge and skills as determined by the Employer but not otherwise eligible to be a Level 2 Trainer/Educator.

The Employer anticipates that Employees appointed to this classification will be at this classification for no more than 12 months.

**(b) Level 2 Trainer/Educator**

A Level 2 Trainer/Educator means an Employee appointed in writing to that classification by the Employer and will include:

- (i) a trainer/educator who has less than 6 months recent and relevant experience as a trainer or who has no Certificate IV in Training & Assessment (or its equivalent). Once a Level 2 Trainer/Educator has at least 6 months recent and relevant industry experience and has obtained a Certificate IV, they will be eligible to be considered for appointment to the Level 3 Trainer/Educator classification. Appointment as a Level 3 Trainer/Educator is not automatic and the Employer will offer these appointments taking into account the needs of the business and each Employee's work performance and skills;
- (ii) an Employee engaged to teach subjects that are ancillary to subjects taught as part of the nursing qualification, such as cross cultural awareness;
- (iii) A Learning Support Educator engaged to teach a language or literacy qualification
- (iv) an enrolled nurse appointed to support a nurse educator by assisting with classroom teaching or associated duties.

**(c) Level 3 Trainer/Educator**

A Level 3 Trainer/Educator means an Employee appointed in writing to that classification by the Employer and will include:

- (i) Trainers/Educators who hold single qualification relevant to the course they are engaged to provide training in;
- (ii) Trainer/Educators engaged by the Employer to teach a certificate or diploma course other than trade trainers or nurse educators.

Before a trainer will be eligible to appointment under this classification, he/she will need to hold a Certificate IV in Training & Assessment (or its equivalent) and has at least 6 months experience as a trainer.

Appointment as a Level 3 Trainer/Educator is not automatic and the Employer will offer these appointments taking into account the needs of the business and each Employee's work performance and skills.



**(d) Level 4 Trainer/Educator**

A Level 4 Trainer/Educator means an Employee appointed in writing to that classification by the Employer and will include:

- (i) Trade Trainers who require a licence and are engaged to train in licensed trades.

Before a Trade Trainer will be eligible for appointment under this classification, they will need to hold a Certificate IV in Training & Assessment (or its equivalent).

- (ii) a Nurse Educator with a certificate IV in Training & Assessment (or its equivalent);
- (iii) other Trainers/Educators who hold: a Certificate IV in Training & Assessment (or its equivalent), a single qualification relevant to the course they are engaged to provide training in, and have at least 18 months recent and relevant experience as a trainer.

Appointment as a Level 4 Trainer/Educator is not automatic and the Employer will offer these appointments taking into account the needs of the business and each Employee's work performance and skills.

**(e) Level 5 Trainer/Educator**

A Level 5 Trainer/Educator means an Employee appointed in writing to that classification by the Employer and will include:

- (i) Trades Trainers who are qualified in two or more trades, both of which they are engaged to provide training in;
- (ii) a Trade Trainer engaged to teach a diploma in their respective trade;
- (iii) Nurse Educators with at least 3 years recent and relevant education experience and who have management or supervisory responsibilities;
- (iv) other Trainers/Educators who hold a Certificate IV in Training & Assessment (or its equivalent), a single qualification relevant to the course they are engaged to provide training in, and have at least 3 years recent and relevant experience as a trainer.

Appointment as a Level 5 Trainer/Educator is not automatic and the Employer will offer these appointments taking into account the needs of the business and each Employee's work performance and skills.

**(f) Level 6 Trainer/Educator**

A Level 6 Trainer/Educator means an Employee appointed in writing to that classification by the Employer and will include Trainers/Educators teaching Advanced Diploma or above.

A Level 6 Trainer/Educator must hold a Certificate IV in Training & Assessment (or its equivalent), and appropriate qualifications relevant to the course they are engaged to provide training in, and have at least 4 years recent and relevant experience as a trainer.

Appointment as a Level 6 Trainer/Educator is not automatic and the Employer will offer these appointments taking into account the needs of the business and each Employee's work performance and skills.

### **13. CLASSIFICATIONS FOR ADMINISTRATION AND SUPPORT EMPLOYEES**

13.1 Administration and support Employees may be engaged under one of the following classifications.

#### **(a) Level 1 Administration Officer**

A Level 1 Administration Officer means an Employee appointed to this classification by the Employer. Employees at this level will include initial recruits with limited relevant experience and Employees who perform routine office or clerical functions by reference to established/documented practices, procedures and instructions. All Employees at this level are expected to be responsible and accountable for their own work and to require minimal direct supervision.

Typical duties and skills of an Employee appointed to this level include:

- day to day student administration and associated functions of the institute/college, specifically, but not limited to, enrolments, scheduling, academic progression, completions, cancellations, issue of qualifications and ad-hoc administration duties;
- preparation, maintenance and auditing of student files;
- entering and ensuring currency of information in the student management system;
- customer service, including reception and provision of information to clients on services and products.

#### **(b) Level 2 Administration Support Officer**

A Level 2 Administration Support Officer means an Employee appointed to this classification by the Employer. Employees at this level will include Employees who have achieved a standard of work that enables them to perform specialised or non-routine tasks involving the application of knowledge with depth in some areas and a broad range of skills. Employees engaged at this level may be required to give assistance or guidance to Employees engaged as Level 1 Administration Officers.

Typical duties and skills of an Employee appointed to this level include all of those duties required of a Level 1 Administration Support Officer, plus initiating action to prevent the occurrence of any non-conformities relating to the product, process and quality system and carrying out any other ad-hoc administrative tasks as required.

Before an Employee can be appointed to this level, she or he must have at least a Certificate III in Business Administration or equivalent experience and must have intermediate to advanced administration skills.

Appointment as a Level 2 Administration Support Officer is not automatic and the Employer will offer these appointments taking into account the requirements of the role, needs of the business and each Employee's work performance and skills.

**(c) Level 3 Client Service Officer/Administration Officer**

A Level 3 Client Service Officer Administration Officer means an Employee appointed to this classification by the Employer. Employees at this level will include Employees who are able to perform specialized or non-routine tasks without regular supervision and who exercise initiative, discretion and judgment in carrying out assigned duties.

Appointment as a Level 3 Client Service Officer/Administration Support Officer is not automatic and the Employer will offer these appointments taking into account the requirements of the role, needs of the business and each Employee's work performance and skills.

Typical duties and skills of an Employee appointed to this level include:

- Day to day student administration and associated functions of the business, specifically, but not limited to, enrolments, scheduling, academic progression, completions, cancellations and issue of qualifications
- Delivery of services and general assistance to client groups to ensure efficient and effective admission of students;
- Prepare and maintain student files, ensuring they contain all paperwork necessary for compliance and that files are current and maintained;
- Audit student files and reconcile evidence against the student management system records to ensure units completed are in accordance with the Training Plan and form a full qualification;
- Enter and update all information required for students' training into the student management system as per documented processes;
- Face to face and phone customer service, including the requirement to work in a full customer service capacity in a reception role, at times;
- Provide detailed advice and information to clients in relation to the organisation's services and products
- Respond to client needs or problems within own functional area utilising a high degree of interpersonal skills
- Any other ad-hoc administrative task as directed by manager
- Initiate action to prevent the occurrence of any non-conformities relating to the product, process and quality system.

Before an Employee can be appointed to this level, she or he must have at least a Certificate III in Office or Business Administration or equivalent experience and must have intermediate to advanced administration skills.

**(d) Education Coordinator/Education Support Officer**

An Education Coordinator/Education Support Officer means an Employee appointed to this classification by the Employer. Employees at this level will include Employees who have a standard or relevant knowledge or experience sufficient to enable them to independently advise on a range of activities and contribute to determining business objectives within their relevant area of expertise. These Employees are responsible and accountable for their own work and may have responsibility for scheduling workloads, resolving operations problems, monitoring the quality of work produced and training and supervising employees at lower levels.

Appointment as an Education Coordinator/Education Support Officer is not automatic and the Employer will offer these appointments taking into account the requirements of the role, needs of the business and each Employee's work performance and skills.

Typical duties and skills of an Employee appointed to this level include:

- Preparing internal reports for management in relation to business/management information, legislative requirements or other significant company operations or activities;
- Applying detailed knowledge of business objectives, projected areas of growth to assist in developing new products or services;
- Executive secretarial functions performed with minimal direction or supervision

## **14. CLASSIFICATIONS FOR SUPERVISORY EMPLOYEES**

14.1 Employees appointed to the supervisory stream will demonstrate advanced supervisory and management skills and will be required to lead a team to achieve optimum outcomes for the business. Often employees appointed under this stream will have specialist skills or knowledge or advanced skills and experience in business management. Employees appointed under this stream will have close involvement in ensuring the Employer meets its commercial objectives.

14.2 Supervisors may be engaged under one of the following classifications:

**(a) Team Leader**

A Team Leader means an Employee appointed to this classification by the Employer. Employees at this level will include Employees who exercise initiative, discretion and judgment regularly in performing their duties and in planning and selecting appropriate equipment, techniques and work organization for themselves and other Employees. Employees at this level may be required to supervise employees at lower levels in terms of coordinating workflow, checking progress and resolving problems.

Before an Employee can be appointed to this level, he or she should have at least a Certificate IV or higher qualification in the Business/Administration Sector or equivalent experience and have intermediate to advanced supervisory skills.

Appointment as a Team Leader is not automatic and the Employer will offer these appointments taking into account the requirements of the role, needs of the business and each Employee's work performance and skills.

Typical duties and skills of an Employee appointed to this level include:

- Supervise Employees as described in Clauses 13.1(a), (b) and (c) by personal instruction and demonstration, including conducting scheduled performance reviews and undertaking performance management where necessary;
- Continual quality checks of procedures and policies;
- Identify training and development needs
- Co-ordinating office systems and or procedures
- Continual verification of administration tasks to ensure high level of accuracy and that procedures have been adhered to at all times
- Understanding of quality assurance systems
- Effective communication skills
- Management skills including conflict resolution and conducting regular staff meetings

**(b) Administration Manager**

An Administration Manager means an Employee appointed to this classification by the Employer. Employees at this level will include Employees who report directly to another Supervisory Employee and Employees who are responsible for managing the administrative functions of the business, including coaching employees for performance as well as monitoring and scheduling workloads.

**(c) Systems Manager**

A Systems Manager means an Employee appointed to this classification by the Employer.

**(d) Section Manager**

A Section Manager means an Employee appointed to this classification by the Employer.

**(e) Business Manager/Campus Operations Manager**

A Business Manager/Campus Operations Manager means an Employee appointed to this classification by the Employer.



## 15. WAGES

- 15.1 The following are the gross wages (excluding superannuation) that will be payable to Employees effective from 1 July 2014 (these wages incorporate a 3.25% increase effective on 1 July 2014):

<b>EBA Rates Effective 1 July 2014</b>					
<b>Classification</b>	<b>Annual Full Time Salary</b>	<b>Plus Super</b>	<b>Fortnightly</b>	<b>Hourly Rate</b>	<b>Casual Hourly Rate</b>
<b>Classifications for Trainers &amp; Educators</b>					
Level 1 Trainee Trainer/Educator	\$63,061.95	\$69,052.83	\$2,425.46	\$31.91	\$39.89
Level 2 Trainer/Educator	\$66,565.39	\$72,889.10	\$2,560.21	\$33.69	\$42.11
Level 3 Trainer/Educator	\$70,068.83	\$76,725.37	\$2,694.96	\$35.46	\$44.32
Level 4 Trainer/Educator	\$75,907.90	\$83,119.15	\$2,919.53	\$38.41	\$48.02
Level 5 Trainer/Educator	\$81,746.97	\$89,512.93	\$3,144.11	\$41.37	\$51.71
Level 6 Trainer/Educator	\$84,082.60	\$92,070.45	\$3,233.95	\$42.55	\$53.19
<b>Classifications for Administration &amp; Support Staff</b>					
Level 1 - Administration Officer	\$44,376.93	\$48,592.74	\$1,706.81	\$22.46	\$28.07
Level 2 - Administration Support Officer	\$46,712.55	\$51,150.24	\$1,796.64	\$23.64	\$29.55
Level 3 - Client Service Officer/Administration Officer	\$50,216.00	\$54,986.52	\$1,931.38	\$25.41	\$31.77
Education Coordinator/Support Officer	\$64,229.76	\$70,331.59	\$2,470.38	\$32.50	\$40.63
<b>Classifications for Supervisory Employees</b>					
Team Leader	\$56,055.07	\$61,380.30	\$2,155.96	\$28.37	\$35.46
Administration Manager	\$70,068.83	\$76,725.37	\$2,694.96	\$35.46	\$44.32
Systems Manager	\$81,746.97	\$89,512.93	\$3,144.11	\$41.37	\$51.71
Section Manager	\$87,586.04	\$95,906.71	\$3,368.69	\$44.32	\$55.41
Business Manager / Campus Operations Manager	\$99,264.18	\$108,694.28	\$3,817.85	\$50.23	\$62.79

- 15.2 The following are the gross wages (excluding superannuation) that will be payable to Employees effective from 1 July 2015 (these wages incorporate a 3% increase effective on 1 July 2015):

<b>EBA Rates Effective 1 July 2015</b>					
<b>Classification</b>	<b>Annual Full Time Salary</b>	<b>Plus Super</b>	<b>Fortnightly</b>	<b>Hourly Rate</b>	<b>Casual Hourly Rate</b>
<b>Classifications for Trainers &amp; Educators</b>					
Level 1 Trainee Trainer/Educator	\$64,953.81	\$71,124.42	\$2,498.22	\$32.87	\$41.09
Level 2 Trainer/Educator	\$68,562.35	\$75,075.78	\$2,637.01	\$34.70	\$43.37
Level 3 Trainer/Educator	\$72,170.90	\$79,027.13	\$2,775.80	\$36.52	\$45.65
Level 4 Trainer/Educator	\$78,185.14	\$85,612.73	\$3,007.12	\$39.57	\$49.46
Level 5 Trainer/Educator	\$84,199.38	\$92,198.32	\$3,238.44	\$42.61	\$53.26
Level 6 Trainer/Educator	\$86,605.08	\$94,832.56	\$3,330.96	\$43.83	\$54.79
<b>Classifications for Administration &amp; Support Staff</b>					
Level 1 - Administration Officer	\$45,708.24	\$50,050.52	\$1,758.01	\$23.13	\$28.91
Level 2 - Administration Support Officer	\$48,113.93	\$52,684.75	\$1,850.54	\$24.35	\$30.44
Level 3 - Client Service Officer/Administration Officer	\$51,722.48	\$56,636.12	\$1,989.33	\$26.18	\$32.72
Education Coordinator/Support Officer	\$66,156.65	\$72,441.53	\$2,544.49	\$33.48	\$41.85
<b>Classifications for Supervisory Employees</b>					
Team Leader	\$57,736.72	\$63,221.71	\$2,220.64	\$29.22	\$36.52
Administration Manager	\$72,170.90	\$79,027.13	\$2,775.80	\$36.52	\$45.65
Systems Manager	\$84,199.38	\$92,198.32	\$3,238.44	\$42.61	\$53.26
Section Manager	\$90,213.62	\$98,783.92	\$3,469.75	\$45.65	\$57.07
Business Manager / Campus Operations Manager	\$102,242.10	\$111,955.10	\$3,932.39	\$51.74	\$64.68

- 15.3 The following are the gross wages (excluding superannuation) that will be payable to Employees effective from 1 July 2016 (these wages incorporate a 3% increase effective on 1 July 2016):

<b>EBA Rates Effective 1 July 2016</b>					
<b>Classification</b>	<b>Annual Full Time Salary</b>	<b>Plus Super</b>	<b>Fortnightly</b>	<b>Hourly Rate</b>	<b>Casual Hourly Rate</b>
<b>Classifications for Trainers &amp; Educators</b>					
Level 1 Trainee Trainer/Educator	\$66,902.42	\$73,258.15	\$2,573.17	\$33.86	\$42.32
Level 2 Trainer/Educator	\$70,619.22	\$77,328.05	\$2,716.12	\$35.74	\$44.67
Level 3 Trainer/Educator	\$74,336.02	\$81,397.95	\$2,859.08	\$37.62	\$47.02
Level 4 Trainer/Educator	\$80,530.69	\$88,181.11	\$3,097.33	\$40.75	\$50.94
Level 5 Trainer/Educator	\$86,725.36	\$94,964.27	\$3,335.59	\$43.89	\$54.86
Level 6 Trainer/Educator	\$89,203.23	\$97,677.54	\$3,430.89	\$45.14	\$56.43
<b>Classifications for Administration &amp; Support Staff</b>					
Level 1 - Administration Officer	\$47,079.49	\$51,552.04	\$1,810.75	\$23.83	\$29.78
Level 2 - Administration Support Officer	\$49,557.34	\$54,265.29	\$1,906.05	\$25.08	\$31.35
Level 3 - Client Service Officer/Administration Officer	\$53,274.15	\$58,335.20	\$2,049.01	\$26.96	\$33.70
Education Coordinator/Education Support Officer	\$68,141.35	\$74,614.78	\$2,620.82	\$34.48	\$43.11
<b>Classifications for Supervisory Employees</b>					
Team Leader	\$59,468.82	\$65,118.36	\$2,287.26	\$30.10	\$37.62
Administration Manager	\$74,336.02	\$81,397.95	\$2,859.08	\$37.62	\$47.02
Systems Manager	\$86,725.36	\$94,964.27	\$3,335.59	\$43.89	\$54.86
Section Manager	\$92,920.03	\$101,747.43	\$3,573.85	\$47.02	\$58.78
Business Manager / Campus Operations Manager	\$105,309.37	\$115,313.76	\$4,050.36	\$53.29	\$66.62

- 15.4 The minimum rates set out in clause 15 will be increased during the life of this agreement as follows:

- (a) From the beginning of the first pay period after 1 July 2014 - by 3.25%
- (b) From the beginning of the first pay period after 1 July 2015 - by 3%
- (c) From the beginning of the first pay period after 1 July 2016 - by 3%

- 15.5 If any Employee is being paid in excess of the minimum rate of the agreed classification as detailed in Clauses 15.1, 15.2 and 15.3 as at the effective date of the increase, then the Employee will receive a dollar increase equal to the applicable percentage multiplied by the employee's current rate of pay.

- 15.6 Casual Employees will be paid a 25% casual loading in addition to the part time hourly rate for the applicable classification. This loading has been factored into the Casual rates set out in Clauses 15.1, 15.2 and 15.3.

## **16. APPLICATION OF AGREEMENT TO SUPERVISORS**

- 16.1 As Supervisors are senior managers, they are paid higher rates of pay in return for extra flexibility on their part. The following clauses of this agreement have no application to Supervisors:
- (a) Clause 18 - Hours of Work
  - (b) Clauses 17.2, 17.3 and 17.4
  - (c) Clause 19 - Overtime
  - (d) Clause 20 - Work breaks
- 16.2 Supervisors are not entitled to the payment of overtime as they are salaried employees who are paid at higher rates in return for additional flexibility. Although Supervisors are not entitled to overtime, under no circumstances are Supervisors expected to work unreasonable hours. Any Supervisor who considers that they need to work unreasonable hours in order to complete their workload should immediately advise their manager so that the situation can be monitored and changes made to resources or support where needed.

## **17. TRAVELLING AND MEAL ALLOWANCES**

- 17.1 If an Employee is required to travel away from their usual place or places of work in order to carry out their responsibilities or to use their own motor vehicle to carry out their responsibilities, the Employer will either:
- (a) provide the Employee with a vehicle, including petrol, for use for the work related travel; or
  - (b) pay the Employee's reasonable fares and expenses connected with the travelling; or
  - (c) pay the Employee for use of their own vehicle for work related purposes in accordance with the kilometric rates determined by the Australian Taxation Office from time to time.
- 17.2 Any Employee who is obliged to travel outside the Employee's ordinary hours of work, will be deemed to be working while travelling.
- 17.3 If an Employee is required to work overtime for more than one hour after 6.30pm, the Employee will be paid \$12.00 as a meal allowance or be provided with a suitable meal by the Employer.
- 17.4 Employees required, in the course of their work, to remain away from home overnight, will be reimbursed by the Employer for all reasonable expenses actually incurred in obtaining board and accommodation.

## 18. HOURS OF WORK

- 18.1 Ordinary hours of work for a full time Employee are an average of 38 hours per week. Ordinary hours may be averaged over six months for all Employees except Administrators, whose hours may be averaged over 4 weeks. Even though ordinary hours may be averaged over these periods, under no circumstances will an Employee be required to work more than 50 ordinary hours per week for more than 2 consecutive weeks unless the Employee has agreed in advance and in writing to exceed those weekly ordinary hours.
- 18.2 Up to 8 ordinary hours per day may be worked in most cases. There are, however, some situations when an Employee may work up to 10 ordinary hours per day. These are:
- (a) if an Employee volunteers to work up to 10 ordinary hours per day to assist with a short term business need;
  - (b) for periods of up to 2 weeks, to ensure that as much work as possible can be completed when an Employee is asked to work for a short period at a campus away from their usual workplace, such as a regional campus or a new campus;
  - (c) if the Employer agrees to an Employee's request to work up to 10 ordinary hours per day to enable the Employee to work fewer days per week;
  - (d) if an Employee, other than an Administrator, has been offered employment on the basis that they may be required to work up to 10 ordinary hours per day.
- 18.3 There are limits on the times of day when ordinary hours of work may be worked by some Employees. Ordinary hours of work may be worked between the hours of 7.00am and 9.00pm from Monday to Sunday, provided that:
- (a) individual written agreement will be required from any Administrators before they can be rostered to work ordinary hours after 5.30pm. That individual agreement may be provided once by an Employee and will continue to apply until the Employee advises that the agreement is withdrawn; and
  - (b) no Trainers/Educators who were employees of the Employer as at 3 February 2010 may be required to work ordinary hours after 5.30pm unless they have agreed in writing to do so;
  - (c) if Trainers/Educators who were employees of the Employer as at 3 February 2010 are to be required to work ordinary hours after 5.30pm on a regular basis, then volunteers will initially be sought. If there are insufficient volunteers, then those Trainers/Educators who were employees of the Employer as at 3 February 2010 may be required to work ordinary hours after 5.30pm as long as there is at least one (1) month's notice given by the Employer or in emergency circumstances when the Employer must simply give the Employee as much warning as is possible in the circumstances;
  - (d) no limits apply to the times of day when Supervisors may be required to work ordinary hours;
  - (e) Unless an Employee has been engaged by the Employer to work on Saturday and/or Sunday as a usual part of their role, Saturday and/or Sunday work will be by mutual agreement between Employer and Employee. If an Employee has



worked in excess of their ordinary hours of work for the week at the time that they perform Saturday and/or Sunday work (that is, 38 hours in accordance with clause 18.1) then overtime rates under Clause 19 will apply;

- (f) An Employee who was employed by the Employer as at 1 October 2014 shall not be required to work on Saturday and/or Sunday as a usual part of their role, unless it has been mutually agreed between the Employer and the Employee.

## 19. OVERTIME

- 19.1 Time worked outside of ordinary hours will be overtime and will be paid at 150% of the Employee's base rate of pay for the first 3 hours and 200% of the base rate of pay thereafter. Employees who are entitled to overtime may instead choose to accrue time off in lieu of overtime (TOIL). The entitlement to time off will accrue as one hour off for every hour of overtime worked.
- 19.2 All overtime must be approved before it is worked and an Employee may choose between payment of overtime rates and accrual of TOIL at the time that the overtime is worked. There is no limit on the amount of TOIL that may be accrued, although the Employer may direct an Employee to take some or all of their accrued TOIL by giving at least 2 weeks' notice.
- 19.3 An Employee who has accrued TOIL may elect, with the Employer's consent, to use TOIL to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
- (i) a personal illness, or injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

## 20. WORK BREAKS

Employees who work more than six hours per day are entitled to take a total of one hour of unpaid breaks to be taken at times set by the Employer that meet the needs of the business and students.

## 21. PROFESSIONAL DEVELOPMENT AND TRAINING

- 21.1 The Employer is very proud of the skills of its Employees and wants to ensure that its Employees are given support to continue their professional development and undertake further training.
- 21.2 An Employee will be entitled to be reimbursed their tuition costs for any course of study approved by the Employer that will enable the Employee to attain higher level skills or knowledge that are related to their position with the Employer or that create the potential for future progression within the business.
- 21.3 Tuition costs will be reimbursed on successful completion of each subject. An Employee must provide the Employer with proof of successful completion and of the Employee's out of pocket tuition expenses before reimbursement will be made.

- 21.4 The Employer may also allow an Employee to attend a conference, course or seminars at their own expense during normal working hours without loss of pay if the Employer considers that the conference, course or seminar will enable the Employee to attain higher level skills or knowledge that are related to their position or that create the potential for future progression within the business. This is at the Employer's discretion.
- 21.5 Any Employee who is undertaking further training or study that has been approved by the Employer will be entitled to take up to the greater of:
- (a) two days paid leave each semester for the purposes of attending exams or meeting study obligations; or
  - (b) one day's paid leave for each day that the Employee is required to attend an examination in relation to a course of study approved by the Employer.
- 21.6 The Employer recognizes how important it is for Employees to have a clear career path and receive regular feedback on performance. Managers will meet individually with all Employees to prepare a Learning Development Plan within six months of this agreement coming into operation. Managers will then meet individually with all Employees at least once every six months after that to discuss the Employee's plan and update it.

## **22. SUPERANNUATION**

- 22.1 The Employer will pay the minimum legislatively required superannuation contributions (currently 9.5% for eligible Employees) to a complying fund and in the manner required by minimum legislative requirements.
- 22.2 If an Employee does not nominate a superannuation fund into which their superannuation contributions are to be paid, then Sunsuper will be the default fund.
- 22.3 Subject to the governing rules of the relevant fund, an Employee may authorize their Employer to pay a specified amount from their post-taxation wages into the same superannuation fund as the Employer makes the Employee's superannuation contributions.
- 22.4 An Employee may adjust the amount that the Employer is authorized to pay from their wages from the start of a pay period, provided that at least one month's written notice is given to the Employer.
- 22.5 The Employer will pay the amount authorized under clause 22.3 no later than 28 days after the end of the month in which the deduction authorized was made.

## **23. ANNUAL LEAVE**

- 23.1 Nothing in this clause is taken to detract from minimum legislative entitlements to annual leave in place from time to time.
- 23.2 Full time Employees (other than casual Employees) will accrue 4 weeks paid annual leave for each year of service with an Employer. Annual leave accrues progressively during a year of service and accumulates from year to year. Part time Employees will accrue annual leave on a pro rata basis. Untaken annual leave will be paid out on termination of employment.

- 23.3 Annual leave will not accrue during periods of leave without pay, other than where legislation requires that it continues to accrue.
- 23.4 Employees who wish to take additional leave may, with the agreement of the Employer, purchase up to 4 weeks of additional annual leave each year and have their wages adjusted accordingly. In relation to the purchased leave:
- (a) Up to 8 weeks leave may be taken in one block if the Employer agrees. Purchased leave must be taken in blocks of at least 1 week.
  - (b) Employees must give at least three months' notice, or a shorter period permitted by the Employer, if they intend to purchase additional annual leave.
  - (c) Applications for purchased leave must be made by 30 September each year [with the purchased leave being available to the employee the following calendar year].
  - (d) A purchased leave agreement will automatically be terminated on the resignation or termination of employment. In these circumstances, any outstanding Purchased Leave balance will be reconciled and paid as a lump sum or, if there are monies owed, reconciled against any payment on termination.
- 23.5 When considering an application by an Employee to take more than 4 consecutive weeks' accrued leave, the Employer will take into account the Employee's position, the amount of notice given by the Employee, the needs of the business at the time that the Employee is proposing to take the leave and any other relevant circumstances.
- 23.6 Employees engaged after this agreement comes into operation may be engaged on the basis that they will be entitled to up to 8 weeks annual leave per year. These Employees will be classified as part time Employees and their base rate of pay will be calculated as a pro rata proportion of the full time rates of pay contained in clause 15.
- 23.7 Employees are not taken to be on paid annual leave on public holidays falling within the period of paid annual leave.
- 23.8 Annual leave is to be taken at a time mutually agreed between the Employer and the Employee. The Employer and an Employee may agree that annual leave to be taken in separate periods including as single days.
- 23.9 The Employer and an Employee may agree that paid annual leave can be taken before it has accrued, but, in this case:-
- (a) Any further period of leave will not accrue until after the accrual period relevant to the leave which was take early has passed; and
  - (b) Should the Employee leave employment within 12 months of the early leave being taken the Employer may, for each one complete month of the qualifying period of 12 months not served by the Employee, deduct from pay on termination 1/12 of the amount paid for the early annual leave.
- 23.10 Unless the Employer and Employee agree otherwise, paid annual leave must be taken within 24 months from the date when the right to annual leave accrued.
- 23.11 In the absence of agreement, an Employer can require an Employee to take their accrued paid annual leave on the giving of four weeks' notice.

- 23.12 An Employer will not unreasonably withhold agreement to an Employee taking, or deferring the taking of annual leave.
- 23.13 The Employer will pay an Employee for annual leave due prior to commencement of the leave.
- 23.14 The Employer usually closes its business for a period of approximately two weeks between Christmas and New Year. Employees may be required to take their accrued annual leave during that closure period. An Employee who does not have an annual leave entitlement for all or part of the closure period may be required to take that period as leave without pay. An Employee may also choose to take only some of their accrued leave at this time and to take part of the closure period as leave without pay.
- 23.15 Annual leave is to be paid at the rate of the Employee's ordinary hours that would have been worked during the period of leave at the Employee's ordinary rate of pay.
- 23.16 An Employee may agree with the Employer to cash out accrued annual leave as long as the Employee still has at least 4 weeks' accrued leave after the agreed leave has been cashed out. A separate written agreement must be made each time an Employee and the Employer agree that an Employee will be allowed to cash out annual leave.
- 23.17 If annual leave is cashed out, the Employee must be paid the full amount they would have received had they actually taken that same period of annual leave.

## **24. PUBLIC HOLIDAYS**

- 24.1 An Employee will be entitled to holidays on a day gazetted as a Public Holiday in their State or Territory of employment.
- 24.2 If, under a law of a State or Territory, or a procedure made under such a law, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday then the substituted day or part-day is the public holiday.
- 24.3 By agreement between an Employer and the majority of Employees of an Employer under this agreement, an alternative day may be taken as the public holiday in lieu of any of the observed days. An Employer and individual Employee may agree to the Employee taking another day as the public holiday in lieu of the observed public holiday or the day being taken as the public holiday by the remainder of Employees.
- 24.4 If a public holiday falls on a day when an Employee would normally have worked, but the Employee does not work that day due to it being a public holiday, then the Employee will receive their base rate of pay for the hours they would have normally worked.
- 24.5 If an Employee is requested to work on a public holiday they will be given at least one clear day's notice of the need for them to work that day.
- 24.6 Where an Employee works on a public holiday (or a day substituted for a public holiday), that Employee shall be paid for the time worked at the rate of double time and a half, with a minimum payment of four hours.

## 25. PARENTAL LEAVE

- 25.1 Employees are entitled to Parental leave and associated rights and benefits in accordance with the NES, and any amendments which may occur to that legislation from time to time.
- 25.2 This entitlement overrides any other lesser entitlement provided expressly or by reference in this agreement.
- 25.3 Before the Employer engages a person to replace a person temporarily promoted or transferred in order to replace an Employee on parental leave, the Employer must inform that person of the temporary nature of the promotion of transfer and of the rights of the Employee who is being replaced.
- 25.4 Parental leave and associated rights and benefits includes:
- Maternity leave
  - Special Maternity leave
  - Paternity leave
  - Concurrent leave
  - Adoption leave
  - Pre Adoption leave
  - No safe job leave
  - Right to transfer to an available safe job
  - Right to return to work
  - Right to request flexible working arrangements

## 26. PERSONAL LEAVE

- 26.1 Personal leave is:
- (a) paid sick leave taken by an Employee because the Employee is not fit for work because of a personal illness or injury affecting 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, or a member of the Employee's household, who requires care or support because of:
    - (i) a personal illness, or injury, affecting the member; or
    - (ii) an unexpected emergency affecting the member.
- 26.2 Full time Employees are entitled to 10 days of paid personal leave for each year of service. An Employee's entitlement to paid personal leave accrues progressively during the Employee's first year of service, according to the Employee's ordinary hours of work. On each anniversary of an Employee's commencement date, the Employee's total annual entitlement to paid personal leave will be credited to the Employee, to be accessed if required during the following 12 months.
- 26.3 Part time Employees will be entitled to paid personal leave on a pro rata basis, calculated based on the Employee's contracted ordinary hours of work.



- 26.4 If an Employee's contracted weekly ordinary hours change then the Employee's personal leave accrued in advance for the year will be adjusted to take the change into account, provided that no Employee will be left with a negative balance of personal leave as a result of such an adjustment.
- 26.5 Personal leave accrues from year to year but is not paid out on termination.
- 26.6 An Employee must provide a medical certificate or statutory declaration proving that their absence was for a reason outlined in clause 26(a) for any personal leave absences of more than 2 days. An Employee is not entitled to any payment for personal leave if the Employee fails to provide the required proof of the reason for their absence.
- 26.7 An Employee must personally notify the Employer that they will be absent from work on sick or carer's leave prior to their normal start time or at the earliest opportunity if an emergency means that they are not able to notify prior to that time. The Employee must also notify the Employer of the period or expected period of the leave.
- 26.8 All Employees, including casual Employees are entitled to unpaid carer's leave in accordance with the NES. The NES provides that there is no entitlement to unpaid carer's leave if the Employee could instead take paid carer's leave.
- 26.9 Immediate family means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (c) any other person who is dependent on that person's care.
- 26.10 "Spouse" includes a former spouse, a former de facto spouse and spouse of the same sex.
- 26.11 "Child" includes:
- (a) someone who is a child of the person within the meaning of the Family Law Act 1975; and
  - (b) an adopted child, or step child of the person.
  - (c) It does not matter whether the child is an adult.

## **27. COMPASSIONATE LEAVE**

- 27.1 Employees are entitled to compassionate leave in accordance with the NES. The notice and evidence requirements outlined in the NES must be complied with before an Employee will be entitled to take compassionate leave.

## **28. LONG SERVICE LEAVE**

- 28.1 An Employee's entitlement to Long Service Leave will be in accordance with the provisions of relevant State legislation.

## **29. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 29.1 An Employee may make a request for flexible working arrangements in accordance with the Act.

## **30. JURY SERVICE**

- 30.1 A full time or part time Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the wages she or he would have received for the ordinary hours worked the Employee would have worked had he or she not been on jury service.
- 30.2 An Employee shall notify the Employer as soon as possible of the date upon which attendance is required for jury service.
- 30.3 Before the Employee will be entitled to any payment in relation to jury service, the Employee must give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 30.4 If an Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

## **31. CONSULTATION AND CHANGE**

### **Consultation regarding major change**

- 31.1 If the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees, Clauses 31.2 and 31.5 to 31.8 apply
- 31.2 For a major change referred to in paragraph 31.1:
- (a) the employer must notify the relevant employees of the major change and provide the relevant employees with information about the major change, including the expected effects of the change on the employees; and
  - (b) give consideration to matters raised about the major change by the relevant employees.

### **Consultation regarding change to regular roster or ordinary hours of work**

- 31.3 If the employer has made definite decision to introduce a change to the roster or ordinary hours of work of employees, clauses 31.4 to 31.8 apply.
- 31.4 As soon as practicable after making a decision to introduce the change referred to in clause 31.3, the employer must:
- (a) provide information to the employees about the change;
  - (b) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (c) consider any views given by the employees about the impact of the change.

## General provisions

- 31.5 If a term in this agreement provides for a change referred to in subclause 31.1 or 31.3, the requirements set out in clauses 31.2 and 31.4 are taken not to apply.
- 31.6 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 31.7 The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 31.8 In this term:

**"relevant employees"** means the employees who may be affected by a change referred to in subclause 31.1 or 31.3.

**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.

## 32. REDUNDANCY

32.1 This clause does not apply to: -

- employees with less than 1 year's continuous service;
- employees terminated for serious misconduct justifying instant dismissal;
- casual Employees; or
- employees engaged for a specific period of time or for a specified task or tasks

32.2 If an Employer under this agreement decides that the Employer no longer requires the job an Employee or Employees have been doing done by anyone and that decision may lead to termination of employment, the Employer must consult as soon as practicable with the Employee or Employees directly affected, and, where it is proposed to make 15 or more Employees redundant, any union of which a relevant Employee is a member if the Employer could reasonably have known that some of the directly affected Employees were members of a union.

32.3 Consultations will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations on the Employees concerned.

- 32.4 For the purposes of consultation, as soon as practicable, the Employer will provide in writing all relevant information about the proposed terminations to Employees concerned, and where 15 or more redundancies are proposed any union of which a relevant Employee is a member, including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed, and the period over which the terminations are likely to be carried out. The Employer is not required to disclose confidential information.
- 32.5 As soon as practicable prior to the termination of an Employee's employment, the Employer must give Employees concerned a written notice containing the following:
- (a) the date and time of the proposed termination of the Employee's employment;
  - (b) details of the Employee's monetary entitlements on termination including the method by which those entitlements have been calculated;
  - (c) advice as to the Employee's entitlement to assistance from the Employer, including time off without loss of pay to seek other employment, or arranging training or retraining for future employment; and
  - (d) advice as to the Employee's entitlements should the Employee terminate their employment during the period of notice.
- 32.6 An Employee whose job is to be made redundant will be given their relevant notice of termination as provided for by clause 10.1, except for Employees whose job is to be made redundant because of the introduction or proposed introduction by the Employer of automation or other technological changes. Those Employees will be given at least three months' notice of termination or payment in lieu of all or part of that notice period.
- 32.7 During the period of notice of termination given by the Employer an Employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 32.8 An Employee whose job is made redundant and is terminated with notice may leave their employment during the period of notice and in this case the Employee is entitled to the same benefits and payments as if they had remained with the Employer until the expiry of such notice, except for payment in lieu of notice.
- 32.9 In addition to their relevant period of notice of termination, Employees whose jobs are made redundant are entitled to the severance pay set out in the table below.

32.10

<b>Period of Continuous Service</b>	<b>Severance Pay</b> (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

32.11 An Employee over the age of 45 years who has 10 years or more continuous service, is entitled to 16 weeks' severance pay.

32.12 The Employer may apply to the Fair Work Commission to vary a severance payment if:-

- (a) the Employer obtains acceptable alternative employment for an Employee; or
- (b) the Employer is unable to pay the amount.

32.13 "Redundancy" or "made redundant" in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed by anyone.

32.14 "Week's pay" means the ordinary time rate of pay and excludes:

- (a) overtime;
- (b) penalty rates;
- (c) disability allowances;
- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses; and
- (h) any other ancillary payments of a like nature.



- 32.15 An Employee will not be entitled to a severance payment in the following circumstances: -
- (a) Where an Employee's employment is transferred from the Employer to a second employer and the Employee accepts employment with the second employer who recognises the period of continuous service the Employee had with the Employer to be continuous service with the second employer;
  - (b) Where an Employee rejects an offer of employment with a second employer which is on terms and conditions substantially similar to and overall no less favourable, than the terms and conditions of employment with the Employer immediately before termination, and which recognises the Employee's period of continuous service with the Employer to be continuous service with the second employer;
- 32.16 Should an Employee believe the terms of clause 31.14 operate unfairly to the Employee, the Employee may apply to the Fair Work Commission for an order that the Employer pay the Employee a specified amount of severance pay.
- 32.17 "Continuous service" has the meaning it has in the Act.
- 32.18 "Transfer of employment" has the meaning it has in the Act.
- 32.19 Where an Employee's employment is transferred from a first Employer to a second employer, any period of service with the first employer counts as service with the second employer and any period between the termination of employment with the first employer and start of employment with the second employer does not break the Employee's continuity of service, but does not count towards the Employee's length of continuous service.

### **33. DISPUTE RESOLUTION**

- 33.1 Where a dispute arises about:-
- (a) any matter covered in this Agreement, including the application of this agreement; or
  - (b) in relation to the National Employment Standards, as those provisions apply after the end of the bridging period,
- the following process will be followed:
- 33.2 An Employee or Employer may nominate a representative of their choice to accompany them and to represent them throughout the dispute resolution process.
- 33.3 Affected Employee(s) will discuss the matter with their immediate supervisor.
- 33.4 If the matter is not resolved by discussions with an Employee's supervisor, either party may refer the dispute to the Head of School/Business Manager for further investigation and review.
- 33.5 If the dispute is still not resolved, the dispute must be referred to the Fair Work Commission for resolution.
- 33.6 The parties may agree on the process to be utilised by The Fair Work Commission to resolve the dispute including mediation, conciliation and consent arbitration.

- 33.7 Where the matter in dispute remains unresolved, The Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 33.8 Until the conclusion of the dispute resolution procedure the status quo is to be maintained, unless a change is required because:-
- (a) of workplace safety issues; or
  - (b) allegations have been made which make it essential immediate action is taken

#### **34. NO EXTRA CLAIMS**

- 34.1 The terms of this agreement are in satisfaction of all existing claims and all parties agree that there will be no further claims for additional workplace conditions during the life of this agreement.
- 34.2 This agreement is the sole industrial instrument regulating the employment of the Employees under the agreement.

### 35. SIGNATURES

Signed for an on behalf of:

- (a) Careers Australia Group Ltd;
- (b) Careers Australia Institute of Training Pty Ltd;
- (c) Careers Australia Education Institute Pty Ltd;
- (d) Careers Australia College of Healthcare Pty Ltd

Name: Sonia Pitt  
Position: General Manager, People + Culture  
Signature: S Pitt  
Address: Level 1, 108 Wickham Street  
Fortitude Valley Qld 4006  
Date: 19 December 2014

#### WITNESS SIGNATURE

Name: SUSAN CHAPMAN  
Position: SNR BUSINESS PARTNER - HUMAN RESOURCES  
Signature: S  
Address: Level 1, 108 Wickham Street  
FORTITUDE VALLEY QLD 4006  
Date: 19 DECEMBER 2014

## EMPLOYEES' REPRESENTATIVE SIGNATURE

Signed for and on behalf of the Employees

Name: ANGELICA C. KEEGAN  
Position: STUDENT BEHAVIOUR MANAGEMENT  
COORDINATOR  
Signature: ANGELICA C. KEEGAN  
Address: 16 THOMPSON ST  
BOWEN HILLS QLD 4006  
Date: 19<sup>th</sup> OF DECEMBER, 2014

## WITNESS SIGNATURE

Name: Sonia Pitt  
Position: General Manager, People + Culture  
Signature: S Pitt  
Address: Level 1, 108 Wickham Street  
Fortitude Valley Qld 4005  
Date: 19<sup>th</sup> December 2014