



DECISION

Fair Work Act 2009

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

Skillinvest Limited

(AG2019/3635)

SKILLINVEST ENTERPRISE AGREEMENT 2019

Educational services

COMMISSIONER PLATT

ADELAIDE, 23 OCTOBER 2019

Application for approval of the Skillinvest Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Skillinvest Enterprise Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Skillinvest Limited. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 4 October 2019.

[3] On 10 October 2019, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Agreement was not lodged within 14 days after it was made. Pursuant to s.185(3)(b) of the Act I consider it fair to extend the time for making this application to 24 September 2019.

[5] The Applicant has submitted an undertaking in the required form dated 22 October 2019. The undertaking deals with the following topics:

- Shiftworker is defined for the purposes of the National Employment Standards (NES) as a clerical or administrative worker employed as a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays if such shifts are continuously rostered 24 hours a day for seven days a week.
- Clause 75 of the Agreement, concerning abandonment of employment, will operate subject to the NES.
- Ordinary hours for all employees, except clerical and administrative employees, are between 6.00am and 7.00pm Monday to Sunday.
- All work performed on a Sunday will be paid at double time.

- All work performed on a public holiday will be paid at double time and a half for the purposes of clauses 36 and 41.
- Ordinary hours for clerical and administrative employees are worked between 6.00am to 7.00pm Monday to Friday, and 7.00am to 12.30pm on a Saturday, with a maximum of 10 ordinary hours per day.
- Clerical and administrative employees working on Saturdays will be paid at time and a quarter.
- Only teachers and trainers who are required to deliver training outside the span of ordinary hours will be paid a penalty of 15% for the purposes of clause 36.2.
- All other workers required to deliver training outside the span of ordinary hours will be paid in accordance with clauses 37.7 and 37.8.
- Casual employees working outside the ordinary span of hours will be paid overtime at the rates set out in clauses 37.7 and 37.8.
- Clause 39, concerning excess hours leave, will only apply to group training field consultants, teachers, trainers, and managers. These employees are responsible for monitoring their working hours to ensure additional hours do not exceed their allocation of Excess Hours Leave (12 days) in a 12 month period.
- Time off in lieu will be paid out at termination at the applicable overtime rate.

[6] A copy of the undertakings has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[7] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 30 June 2022.



COMMISSIONER

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<AE505836 PR713611>



CORRECTION DECISION

Fair Work Act 2009

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

Skillinvest Limited

(AG2019/3635)

SKILLINVEST ENTERPRISE AGREEMENT 2019

Educational services

COMMISSIONER PLATT

ADELAIDE, 24 OCTOBER 2019

Application for approval of the Skillinvest Enterprise Agreement.

[1] The decision issued by the Fair Work Commission on 23 October 2019 [2019] FWCA 7309, AE505836 is corrected as follows:

- Paragraph 4 is deleted. The application was lodged within 14 days.



COMMISSIONER

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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 the agreement.

Skillinvest Enterprise Agreement 2019

Table of Contents

| | |
|--|-----------|
| Part 1— APPLICATION AND OPERATION | 3 |
| 1. Title..... | 3 |
| 2. Period of Operation..... | 3 |
| 3. Coverage..... | 3 |
| 4. Definitions | 3 |
| 5. Relationship with Modern Awards..... | 4 |
| 6. No Disadvantage | 4 |
| 7. Access to Agreement..... | 4 |
| 8. Consultation | 4 |
| 9. Dispute Resolution Procedure..... | 6 |
| 10. Flexibility Clause | 7 |
| Part 2— OBJECTIVES OF THIS AGREEMENT | 8 |
| 11. Excellence and Continuous Improvement..... | 8 |
| 12. Anti-Discrimination..... | 8 |
| Part 3— EMPLOYMENT WITH SKILLINVEST | 9 |
| 13. Contract of Employment | 9 |
| 14. Forms of Employment | 9 |
| 15. Full-time Employees | 10 |
| 16. Part-time Employees | 10 |
| 17. Casual Employees..... | 10 |
| 18. Maximum Term Employees..... | 11 |
| 19. Probationary Employment | 11 |
| 20. Calculation of Continuous Service | 12 |
| Part 4— SALARY & CLASSIFICATION STRUCTURE | 12 |
| 21. Classification and Salary Structure | 12 |
| 22. Salary Bands | 12 |
| 23. Salaries | 13 |
| 24. Salary Increases | 13 |
| 25. Salary Maintenance..... | 13 |
| 26. Progression..... | 13 |
| 27. Trainees | 13 |
| 28. Payment of Salaries | 13 |
| 29. Salary Packaging..... | 13 |
| 30. Federal Minimum Wage..... | 14 |
| 31. Team Leader | 14 |
| 32. Higher Duties..... | 14 |
| 33. Annual Leave Loading Allowance | 14 |
| 34. Superannuation | 14 |
| 35. Accident Make-Up Pay | 15 |
| Part 5— HOURS OF WORK | 15 |
| 36. Ordinary Hours | 15 |
| 37. Additional Hours..... | 15 |
| 38. Time Off in Lieu of Overtime | 16 |
| 39. Excess Hours Leave..... | 17 |
| 40. Flexible Working Arrangements | 18 |
| 41. Work on Public Holidays..... | 19 |
| 42. Meal and Rest Breaks | 20 |
| Part 6— TRAVEL AND TRANSFER..... | 20 |
| 43. Travelling and Other Out of Pocket Expenses | 20 |
| 44. Travel Between Offices..... | 20 |
| 45. Transfer Between Offices | 20 |

Skillinvest Enterprise Agreement 2019

| | | |
|--|---|-----------|
| 46. | Provision and Use of Skillinvest Vehicles and Portable Electronic Devices | 21 |
| Part 7— LEAVE PROVISIONS | | 21 |
| 47. | Annual leave | 21 |
| 48. | Public Holidays | 22 |
| 49. | Personal Leave | 23 |
| 50. | Carer's Leave | 23 |
| 51. | Compassionate Leave | 24 |
| 52. | Parental Leave | 24 |
| 53. | Long Service Leave (LSL) | 31 |
| 54. | Community Service Leave | 31 |
| 55. | Jury Duty Leave | 31 |
| 56. | Leave Without Pay | 31 |
| 57. | Aboriginal and Torres Strait Islander Ceremonial Leave | 31 |
| 58. | Leave for Religious/Cultural Purposes | 32 |
| 59. | Domestic Violence Leave | 32 |
| Part 8— PERFORMANCE AND STANDARDS | | 33 |
| 60. | Performance Appraisals | 33 |
| 61. | Professional Development | 33 |
| 62. | Disciplinary Procedure | 34 |
| 63. | Dress Standards and Uniform Allowance | 35 |
| 64. | Intellectual Property and Confidentiality | 35 |
| 65. | Confidentiality | 35 |
| 66. | Occupational Health and Safety | 36 |
| Part 9— ENDING EMPLOYMENT | | 36 |
| 67. | Termination of Employment | 36 |
| 68. | Notice of Termination by Employee | 37 |
| 69. | Statement of Employment | 37 |
| 70. | Summary Dismissal | 37 |
| 71. | Redundancy | 37 |
| 72. | Employee Leaving During Notice | 38 |
| 73. | Transfer to Lower Paid Duties | 38 |
| 74. | Time off During Notice Period | 38 |
| 75. | Abandonment of Employment | 38 |
| 76. | Schedule 1 Salaries | 40 |
| 77. | Schedule 2 Classification Levels | 43 |
| 78. | Schedule 3 Team Leader Allowance Rates | 47 |
| 79. | Schedule 4 Election To Cash Out Annual Leave | 48 |

Part 1—APPLICATION AND OPERATION

1. Title

- 1.1 This Agreement is made between Skillinvest and its Employees and shall be known as the Skillinvest Enterprise Agreement 2019.

2. Period of Operation

- 2.1 This Agreement shall come into operation seven days after the date of approval by the Fair Work Commission and will operate until 30 June 2022. The nominal expiry date will be 30 June 2022.

3. Coverage

- 3.1 This Agreement will apply to the employment of all Employees of Skillinvest employed in the classifications as set out in Schedule 2 Classification Levels other than Group Training apprentices and trainees placed with Host Employers.

4. Definitions

In this Agreement, unless the contrary intention appears:

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

CEO means the Chief Executive Officer of Skillinvest.

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

De facto partner for the purposes of the parental leave clause is defined as a person who, although not legally married to the employee, lives with them in a relationship as a couple on a genuine domestic basis including same sex partners and former de facto partners.

Employee means a person employed by Skillinvest on a full-time, part-time, maximum term or casual basis including apprentices and trainees, other than apprentices, trainees and Labour Hire Employees placed with a Host Employer (other than Skillinvest Limited) under a Group Training or Labour Hire arrangement.

Employer means Skillinvest Limited.

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

General Manager or GM means a General Manager of Skillinvest.

Immediate family includes:

- (a) a spouse (including a former spouse, a de facto spouse, a former de facto spouse and a same sex partner) of the Employee
- (b) 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
- (c) a parent (including foster parent) of the Employee or spouse of the Employee
- (d) a grandparent of the Employee or spouse of the Employee
- (e) a grandchild of the Employee or spouse of the Employee
- (f) a sibling (including foster sibling) of the Employee or spouse of the Employee

- (g) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

Non-operational Employee refers to an Employee who predominantly works from the office and is not required to work additional hours on a regular basis.

Operational Employee refers to an Employee who may be required to work outside of normal hours, may be required to work in excess of prescribed hours on a regular basis and may be required to travel.

Senior Manager means the Chief Executive Officer, Chief Financial Officer or a General Manager of Skillinvest.

Skillinvest means Skillinvest Limited.

Trainee, the term Trainee wherever it appears in the Agreement is confined to those employed under a training contact approved by the relevant State or Territory authority. Trainees who are contracted to Group Training to be placed with host employers are not covered by this Agreement. Trainees covered by the Agreement will be paid in accordance with clause 27 and all other provisions of the Agreement shall apply unless specified.

Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. Relationship with Modern Awards

- 5.1 This Agreement is a comprehensive agreement and operates to the exclusion of and wholly replaces any Modern 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

- 6.1 No Employee presently engaged by Skillinvest shall have their salary or other benefits reduced as a result of implementing this Agreement.

7. Access to Agreement

- 7.1 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

- 8.1 Consultation regarding major workplace change

- (a) This clause applies if:
- (i) 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
 - (ii) the change is likely to have a significant effect on Employees of the enterprise.
- (b) The Employer must notify the relevant Employees of the decision to introduce the major change.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

- (d)** If:

 - (i)** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii)** the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.
- (e)** As soon as practicable after making its decision, the Employer must:

 - (i)** 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
 - (ii)** 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.
- (f)** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g)** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h)** In this clause, a major change is likely to have a significant effect on Employees if it results in:

 - (i)** the termination of the employment of Employees; or
 - (ii)** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii)** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv)** the alteration of hours of work; or
 - (v)** the need to retrain Employees; or
 - (vi)** the need to relocate Employees to another workplace; or
 - (vii)** the restructuring of jobs.
- (i)** In this clause, relevant Employees mean the Employees who may be affected by the major change.

8.2 Consultation about changes to rosters or hours of work

- (a)** Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

- (b)** The Employer must:
 - (i)** provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii)** invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii)** give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c)** The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d)** These provisions are to be read in conjunction with other Modern Award provisions concerning the scheduling of work and notice requirements.

9. Dispute Resolution Procedure

- 9.1** 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.
- 9.2** 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.
- 9.3** An Employee who is a party to the dispute may appoint a representative for the purposes of these procedures.
- 9.4** 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.
- 9.5** 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.
- 9.6** The Fair Work Commission may deal with the dispute in two 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.
- 9.7** 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.

- 9.8** 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.
- 9.9** 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

- 10.1** The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the Agreement deals with one 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 one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 10.2** 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.
- 10.3** 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 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
 - (iv) states the day on which the arrangement commences.
- 10.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 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

- 11.1 Skillinvest and its Employees are committed to developing a culture of continuous improvement in order to achieve Skillinvest's core purpose of delivering exceptional services and creating opportunities for growth and prosperity for its customers, students, communities and staff.
- 11.2 Skillinvest is committed to acting with integrity, compassion and respect, and working collaboratively to be the best whilst searching for better ways to benefit our markets.
- 11.3 Skillinvest and its Employees are committed to achieving its core purpose by embracing the organisation's core values of PRIDE as follows:
 - (a) Progressive Spirit
Leading not following, striving to make a difference, searching for better ways.
 - (b) Respect
Recognising equality and diversity, acting with compassion and respect.
 - (c) Integrity
Honesty and ethics in our actions and words. Governance and leadership as an organisation.
 - (d) Dedication
Genuine care and commitment to providing opportunities and benefit for our customers, communities and colleagues.
 - (e) Exceptional Delivery
Doing what we say; flexible and responsive, excellence in all that we do.

12. Anti-Discrimination

- 12.1 It is the intention of Skillinvest 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.
- 12.2 Accordingly, in fulfilling Skillinvest's obligations under the dispute resolution clause, Skillinvest will make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

12.3 Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) an Employee, 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.
- (c) the exemptions 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.
- (d) 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 SKILLINVEST

13. Contract of Employment

13.1 All Employees shall be provided with a contract of employment that specifies:

- (a) the duties required as detailed in the relevant position description;
- (b) the Employee's regular hours of work and the Employee's normal span of hours for ordinary duty;
- (c) the Employee's classification and rate of pay;
- (d) that a probationary period will apply and the final working date of the probation period;
- (e) that the Employee's employment conditions are set out in this agreement;
- (f) whether the Employee is employed on a full-time, part-time, maximum term or casual basis;
- (g) for a maximum term Employee, the expected duration of appointment;
- (h) the notice requirements of both Skillinvest and the Employee.

14. Forms of Employment

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

- (a) ongoing full-time or part-time; or
- (b) maximum term full-time or part time, or
- (c) casual; or
- (d) Trainee

15. Full-time Employees

- 15.1** 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

- 16.1** 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.

- 16.2** Part-time employees will be rostered for a minimum of three consecutive hours on any shift.

17. Casual Employees

- 17.1** A casual Employee is a person who is engaged as such and 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.

- 17.2** A casual Employee, other than an *irregular casual Employee*, who has been engaged for a period of 12 months, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion 12 month period.

- 17.3** For the purpose of clause 17.2, an *irregular casual Employee* is an Employee who has been engaged to perform work on an occasional or non-systematic irregular basis.

- 17.4** Skillinvest must provide the Employee notice in writing of the provisions in clause 17.2 within four weeks of the Employee being engaged for a 12 month period. The Employee retains their right of election under clause 17 if Skillinvest fails to comply with the clause.

- 17.5** Where a casual Employee does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

- 17.6** Any casual Employee who has the right to elect under clause 17.2, on receiving notice under clause 17.4, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Skillinvest that they seek to elect to convert their contract of employment to full time or part time. Within four weeks of receiving such notice Skillinvest must consent or refuse the election but must not reasonably refuse. When considering the request, Skillinvest may consider the following:

- (a)** business needs;
- (b)** nature of the work the Employee has been engaged for.

- 17.7** Once a casual Employee has elected to become and has been converted to a full-time or part-time Employee, the Employee may only revert to casual employment by written agreement with Skillinvest.

- 17.8** If a casual Employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 17.6, Skillinvest and the Employee must, subject to clause 17.6, discuss and agree on:

- (a) which form of employment the Employee will convert to, being full-time or part-time; and
- (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked, as set out in clause 16—Part-time employees.

17.9 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed to between Skillinvest and the Employee.

17.10 Following such agreement being reached, the Employee converts to full-time or part-time employment.

17.11 Where, in accordance with clause 17.6 the Employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the Employee concerned and a genuine attempt made to reach agreement.

An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

18. Maximum Term Employees

18.1 A maximum term Employee is a person who is engaged for a maximum period of employment with specified start and end dates.

18.2 A maximum term Employee is a person who is engaged for a maximum period of employment where the contract may be terminated prior to the completion end date of the term of employment in accordance with the employment contract.

18.3 The notice provisions contained in clause 67 Termination of Employment will not apply to maximum term Employees unless the contract is terminated prior to the maximum term being reached.

19. Probationary Employment

19.1 An Employee may be engaged for a probationary period of up to six months' duration. The probationary period will be specified in the contract of employment.

19.2 Probationary employment does not apply to casual Employees.

19.3 All new Employees will be provided with an induction program in relation to their role and Skillinvest as a whole. Employees will also be provided with performance and standard requirements for their role and will be provided with regular feedback regarding their performance during the probationary period.

19.4 During the probationary 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.

19.5 A final probationary review will be carried out prior to the completion of the probationary 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 their 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.

19.6 Clause 67 (Termination of Employment) shall not apply to probationary Employees.

19.7 Probation periods do not apply to the following:

- (a) Secondment or transfer to another role, except where an Employee is in their probation period at that time in which case the original end date of the probation period will continue to apply;
- (b) Subsequent maximum term contracts, unless the role is for a position where the duties are substantially different.

20. Calculation of Continuous Service

20.1 For the purpose of calculating entitlements under this Agreement, service with Skillinvest shall be deemed to be continuous notwithstanding:

- (a) Absence from work on account of paid leave, shall be taken into account and counted as worked; and
- (b) Unpaid absences in excess of one week in any year of employment shall not be counted as time worked, with the exception of the following clause;
- (c) Any form of paid or unpaid parental leave up to 52 weeks or longer in accordance with legislation does not break continuous service.

Part 4—SALARY & CLASSIFICATION STRUCTURE

21. Classification and Salary Structure

21.1 Skillinvest has the right to direct an Employee to carry out such duties within the scope of the Employee's skill and competence. The classification descriptors for each salary band are set out in Schedule 2.

22. Salary Bands

22.1 Skillinvest Salary Structure rates effective from the first pay period commencing on or after 1 July 2019.

| Level 1 | | Level 2 | | Level 3 | | Level 4 | |
|---------|-----------|---------|-----------|---------|-----------|---------|------------|
| 1.1 | \$ 43,996 | 2.1 | \$ 54,610 | 3.1 | \$ 67,494 | 4.1 | \$ 85,022 |
| 1.2 | \$ 46,062 | 2.2 | \$ 55,882 | 3.2 | \$ 69,194 | 4.2 | \$ 87,788 |
| 1.3 | \$ 48,159 | 2.3 | \$ 57,370 | 3.3 | \$ 71,199 | 4.3 | \$ 90,555 |
| 1.4 | \$ 50,050 | 2.4 | \$ 58,421 | 3.4 | \$ 72,737 | 4.4 | \$ 93,318 |
| 1.5 | \$ 51,804 | 2.5 | \$ 60,138 | 3.5 | \$ 74,656 | 4.5 | \$ 96,085 |
| 1.6 | \$ 53,207 | 2.6 | \$ 61,609 | 3.6 | \$ 76,729 | 4.6 | \$ 98,849 |
| | | 2.7 | \$ 62,905 | 3.7 | \$ 79,494 | 4.7 | \$ 101,612 |
| | | 2.8 | \$ 64,246 | 3.8 | \$ 82,259 | 4.8 | \$ 103,918 |
| | | 2.9 | \$ 65,669 | 3.9 | \$ 83,705 | 4.9 | \$ 107,434 |

23. Salaries

- 23.1 The minimum salaries applicable under this Agreement are set out in clause 22.
- 23.2 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.

24. Salary Increases

- 24.1 Subject to approval of this Agreement, the salary points set out in clause 22.1 will be increased by 3% from the first pay period commencing on or after 1 July 2020 and each 12 months thereafter for the life of this Agreement. The actual rates are set out in Schedule 1B Salaries. These increases will absorb any wage adjustments made by the Fair Work Commission.

25. Salary Maintenance

- 25.1 Where an Employee's salary is higher than the pay point for their level and role classification, the Employee's salary may be maintained until the rate is equal to the appropriate rate of pay at which point the applicable rate of pay will apply.
- 25.2 Salary maintenance will not apply to Employees who transition from the Longerenong Teaching Staff rate tables in the Skillinvest Enterprise Agreement 2016. Academic staff transitioning as specified in Schedule 1A will continue to receive applicable allowances or higher duties as per their existing agreements.
- 25.3 Salary maintenance may apply in situations where:
- (a) An Employee accepts a lower paid role as a result of injury or illness,
 - (b) An Employee accepts a lower paid role as a result of redeployment,
 - (c) An Employee accepts a lower paid role if the role is reclassified following changes to organisational structure.

26. Progression

- 26.1 Movement to the next pay point within each level of the classification structure is not automatic and a review will only be considered when there has been an increase in the level of responsibilities and more complex duties are being performed successfully. There must be a correlation between ongoing job complexity and strong performance results by the Employee to be considered for salary progression as per the Salary Progression Guidelines which may be amended from time to time.

27. Trainees

- 27.1 Trainees employed by Skillinvest to work with Skillinvest 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 as a minimum.

28. Payment of Salaries

- 28.1 Salaries will be paid fortnightly by electronic funds transfer into the accounts nominated by the Employee. 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.

29. Salary Packaging

- 29.1 Packaged superannuation

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

29.2 Other packaged items

- (a) Skillinvest may provide access to salary packaging arrangements at its discretion.
- (b) All costs associated with salary packaging, including all administrative costs, are to be met from the salary of the participating Employee.

30. Federal Minimum Wage

- 30.1** 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 Modern Award for the classification of work.

31. Team Leader

- 31.1** An Employee who is appointed to a Team Leader position shall be paid an allowance for undertaking Team Leader duties in accordance with Schedule 3 – Team Leader Allowance Rates. This allowance will be increased annually in accordance with prescribed increases in this Agreement.
- 31.2** An external appointment of a Team Leader will automatically be entitled the Team Leader Allowance but is subject to the six month probation period.
- 31.3** An initial appointment of an existing Employee who is offered a Team Leader role will be paid a Higher Duties Allowance equivalent to the Team Leader Allowance for up to six months. At the six month period the appointment may be confirmed as ongoing, or the Employee will revert to their pre-Team Leader role at which time they will no longer receive the Higher Duties Allowance.
- 31.4** Upon the Team Leader position being confirmed as permanent, the Higher Duties Allowance will revert to the Team Leader Allowance and will be non-revokable.

32. Higher Duties

- 32.1** Higher duties assignments provide an opportunity for Employees to develop skills and earn valuable experience which may assist in development and promotion opportunities. An Employee who is required to undertake higher duties within a higher classification for two weeks or more will be paid the base rate of the higher classification.
- 32.2** Where a higher duties opportunity extends beyond four weeks, Skillinvest may call for expressions of interest either internally or externally.

33. Annual Leave Loading Allowance

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

34. Superannuation

- 34.1** Skillinvest will pay no less than the minimum legislative level of superannuation contributions (currently 9.5%) into the superannuation fund of each Employee's choice.

- 34.2** Skillinvest will pay a minimum Employer superannuation contribution of 11% of ordinary time earnings for all Employees eligible for Employer contributions from the date of commencement of this Agreement. Where an Employee does not elect which fund he or she wishes Skillinvest to contribute to on his or her behalf, Australian Super will be the default fund.
- 34.3** 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.
- 34.4** Employees may elect to salary sacrifice into their superannuation fund of choice as specified in clause 29.1.
- 34.5** 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.

35. Accident Make-Up Pay

- 35.1** 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 Skillinvest to make up the difference between WorkCover payments received for loss of earnings and the Employee's ordinary pay.
- 35.2** 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.
- 35.3** The liability of Skillinvest to pay accident make-up pay 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 Skillinvest to pay accident make-up payment as provided for in this clause.
- 35.4** In the event that the Employee receives a lump sum in redemption of weekly payments under Workers' Compensation legislation, the liability of Skillinvest to pay accident make-up payment as herein provided shall cease from the date of such redemption.

Part 5—HOURS OF WORK

36. Ordinary Hours

- 36.1** 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, or an average of 38 hours over the period of an agreed roster cycle. Ordinary hours will be worked between 6.00 a.m. and 7.00 p.m.
- 36.2** Employees 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.

37. Additional Hours

- 37.1** Employees are expected to work reasonable additional hours to meet the requirements of their role and to meet the requirements of emergency situations. Skillinvest and Employees will work together to minimise these additional hours.

- 37.2** 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:
- (a)** Any risk to the Employee's health and safety;
 - (b)** The Employee's personal circumstances including any family responsibilities;
 - (c)** The need of the workplace or enterprise; and
 - (d)** The notice (if any) given by Skillinvest of the overtime and by the Employee of his or her intention to refuse it.
- 37.3** Employees at Level 1, 2 and 3 will be entitled to paid overtime where approved in advance for work in excess of 38 hours per week or work outside the span of hours set out in clause 36. Employees who are entitled to "Excess Hours Leave" (see clause 39) are not entitled to paid overtime.
- 37.4** A part-time Employee in Level 1, 2 and 3 shall be entitled to overtime where they are required to work in excess of their prescribed hours. Overtime shall not be paid where Skillinvest and the Employee have agreed to a temporary variation of working hours. The agreement to vary working hours shall be reached and recorded in writing no less than seven days before the temporary variation is to commence. In which case overtime shall apply for work in excess of the mutually agreed varied working hours. A part time Level 1 or 2 Employee shall be entitled to overtime if they work in excess of 38 hours in any one week.
- 37.5** A part time Employee in Level 3 or above who does not have access to 'Excess Hours Leave' shall be entitled to 'Time Off in Lieu of paid overtime' (clause 38) where they are required to work in excess of their prescribed hours, provided that time off in lieu of paid overtime shall not accrue where Skillinvest and Employee have agreed to a temporary variation of working hours. The agreement to vary working hours shall be reached and recorded in writing no less than seven days before the temporary variation is to commence. In which case overtime shall apply for work in excess of the mutually agreed varied working hours. A part time Level 3 and above Employee shall be entitled to time off in lieu of paid overtime if they work in excess of 38 hours in any one week.
- 37.6** A casual Level 1, 2 and 3 Employee shall be entitled to overtime if they are required to work in excess of 38 hours a week.
- 37.7** 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.
- 37.8** 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.
- 37.9** Employees provided with access to Excess Hours Leave (clause 39) are not eligible for overtime payment or granting of Time Off in Lieu.
- 37.10** Wherever possible, adequate notice shall be given of the requirement to work overtime.
- 38. Time Off in Lieu of Overtime**
- 38.1** An Employee classified in Levels 1, 2 and 3 who works overtime may by mutual agreement with their 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 the Employee's Manager, is required for accrual of Time Off in Lieu.

- 38.2** Employees Level 3 and above who do not have access to Excess Hours Leave (clause 39) are entitled to 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 the Employee's Manager is required for accrual of Time Off in Lieu.
- 38.3** Time Off in Lieu will be granted at a time suitable to Skillinvest's business needs, also taking into account the needs of the Employee.
- 38.4** No more than five days of Time Off in Lieu may be accrued at any given time. When an accrual reaches more than five days, any additional overtime worked will automatically be paid as overtime as per clause 37.
- 38.5** Time Off in Lieu must be taken within six months of it being accrued, otherwise it will be automatically be paid on the following pay period following the six months.
- 38.6** Existing Time Off in Lieu balances as of the application date of this Agreement, will be automatically paid out after six months of the Agreement date.

39. Excess Hours Leave

- 39.1** Certain positions within Skillinvest will require out of hours work and travel in order to service clients. Excess Hours Leave is provided to adequately compensate Employees for the additional hours worked.
- 39.2** Employees who are provided with Excess Hours Leave are at times required to work autonomously. These Employees are responsible for monitoring their working hours to ensure additional hours do not exceed their allocation of Excess Hours Leave in the 12 month period.
- 39.3** Positions which attract Excess Hours Leave are:
- (a)** Operational Employee;
 - (b)** Other roles deemed appropriate by the CEO.
- 39.4** 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 the Employee took up the new position.
- 39.5** A full-time Employee in a position attracting Excess Hours Leave shall be entitled to up to 12 days paid leave at the ordinary rate of pay a year. The amount of days off per annum will be allocated at the discretion of the General Manager or the CEO. The General Manager or the CEO has the authority to increase or reduce the amount of days off as per organisational requirements.
- 39.6** Eligible part-time Employees will receive the pro-rata equivalent.
- 39.7** Employees who are entitled to Excess Hours Leave are not entitled to paid overtime or Time Off in Lieu.
- 39.8** Excess Hours Leave is not cumulative and Employees are required to take the leave within the calendar year in which they were accrued. This is achieved through Employees negotiating a leave plan for the year with their Manager. Any subsequent changes to the dates identified in the plan must be approved by the Manager. Managers are required to manage Excess Hours Leave in consultation with their Employees. Any Excess Hours Leave not used by 31 December will not be carried forward to the following year.

- 39.9** Excess Hours Leave shall not be granted in advance of it being accrued unless authorised by the General Manager or the CEO.
- 39.10** Where an Employee is on unpaid leave, Excess Hours Leave does not accrue.
- 39.11** Upon cessation of employment, the Employee will be paid any Excess Hours Leave accrued not taken since 1 January in the year in which they are ceasing employment with Skillinvest.
- 39.12** 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.

40. Flexible Working Arrangements

- 40.1** Right To Request Flexible Working Arrangements as per the National Employment Standards
- (a)** 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.
 - (b)** 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

Employees (other than a casual employee) who have worked with Skillinvest for at least 12 months can request flexible working arrangements if they:

- (a)** are the parent, or have responsibility for the care, of a child who is school aged or younger
- (b)** are a carer (under the Carer Recognition Act 2010)
- (c)** have a disability
- (d)** are 55 or older
- (e)** are experiencing family or domestic violence, or
- (f)** provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence, or if
- (g)** 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.

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.

- (a)** Employers may refuse the request on reasonable business grounds and must include the reasons for the refusal in the written response. The written response must include

details of the reasons for the refusal, including the business ground or grounds for the refusal and how the grounds apply.

- (b) Reasonable business grounds may include but are not limited to:
 - (i) 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;
 - (ii) the inability to organise work among existing Employees;
 - (iii) the inability to recruit a replacement Employee; or
 - (iv) the practicality or otherwise of the arrangements that may need to be put in place to accommodate the Employee's request.

If the Employer and Employee cannot agree on the change in working arrangements, the written response must:

- (a) State whether or not there are any changes in the working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
- (b) If the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

40.2 Rostered Days Off (RDO)

Employees may request to enter into an RDO arrangement.

- (a) Full time Employees requesting to enter into an RDO flexible working arrangement will be required to work an average of eight hours per day, averaging 40 hours per week. Employees under this arrangement will be paid for 7.6 hours per day and will accrue .4 hours per day towards an RDO.
- (b) An RDO flexible working arrangement is a separate agreement to the Employment Agreement, or details may be included into the Employment Agreement if agreed by both parties prior to engagement.
- (c) Management has the right to refuse a request for entering into an RDO arrangement.
- (d) RDOs are cumulative.
- (e) Employees are not able to accrue more than three RDOs and are required to negotiate a leave plan for the year with their Manager. Any subsequent changes to the dates identified in the plan must be approved by the Manager. Managers are required to manage RDO plans in consultation with their Employees.

40.3 RDOs shall not be granted in advance of them being accrued unless authorised by the General Manager or the CEO.

40.4 RDOs do not accrue during periods of unpaid leave.

40.5 Upon cessation of employment, the Employee will be paid any RDOs accrued.

41. Work on Public Holidays

41.1 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.

42. Meal and Rest Breaks

- 42.1** All Employees are entitled to a minimum of a 30 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. Skillinvest may stagger the timing of the tea break to meet operational requirements.
- 42.2** Employees required to work through meal breaks must be paid double time for all time worked until a meal break is allowed. Time Off in Lieu instead of paid overtime may be agreed to between the Employee and Manager and will also accrue at double time. Any overtime paid or Time Off in Lieu accrued as a result of this clause must be approved by the relevant Manager in advance.

Part 6—TRAVEL AND TRANSFER

43. Travelling and Other Out of Pocket Expenses

- 43.1** Where Skillinvest 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. Reasonable expenses are prescribed in the Employee Overnight Expense Guidelines.
- 43.2** Skillinvest encourages all work related travel to be undertaken using a Skillinvest vehicle. Where a Skillinvest vehicle 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 Manager before Employees use private means of transport.

44. Travel Between Offices

- 44.1** Skillinvest has offices in regional Victoria and metropolitan Melbourne. Time spent by an Employee travelling between offices on approved business shall count as time worked by the Employee.

45. Transfer Between Offices

- 45.1** Occasionally an Employee may be required to transfer from the office the Employee was originally based to another office within Skillinvest. Where such a transfer is required a consultative approach with the Employee will be adopted to avoid undue hardship, unreasonable requirements or disruption to Employees. Where transfer is required, Skillinvest will attempt to transfer the Employee to the closest location where a suitable position is available. A suitable position will be:
- (a)** At the same classification and rate of pay of the Employee; and
 - (b)** A position that requires the skills and experience consistent with the skills and experience of the Employee being transferred or seconded, or where Skillinvest 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
 - (c)** Engaged on the same number of hours as the Employee is employed for, unless the Employee agrees to a change of hours.
- 45.2** On transfer, the Employee will retain their current employment status, conditions and salary range for their position.

45.3 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.

46. Provision and Use of Skillinvest Vehicles and Portable Electronic Devices

46.1 Certain positions may attract a Skillinvest supplied vehicle, laptop, mobile phone and other portable devices based on the requirements of the position and the need for the Employee to travel in order 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.

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

46.3 If an Employee with a Skillinvest vehicle, laptop, mobile phone or other portable device is on an extended or an open-ended continuous period of paid or unpaid leave in excess of four weeks, Skillinvest may request the Employee to return any Skillinvest equipment during the period of leave so that the equipment can be provided to the replacement Employee.

46.4 Skillinvest supplied vehicles do not form part of the Employee's total salary package unless designated by the CEO and will not be available for use during any period of unpaid leave or any period of extended paid leave in excess of four weeks. However, the General Manager and CEO has the authority to approve the use of a Skillinvest supplied vehicles during extended periods of leave.

Part 7—LEAVE PROVISIONS

47. Annual leave

47.1 A full-time Employee shall be entitled to four weeks (152 hours) annual leave at 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 taking of annual leave shall be by mutual agreement between the Employee and Skillinvest. Casual Employees are not entitled to paid annual leave.

47.2 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 accrual of the Employee.

47.3 Upon cessation of employment, the Employee will be paid for any accrued annual leave which has not been taken.

47.4 Where it is necessary for Skillinvest to close down for periods such as Christmas, Easter; including any unforeseen circumstances, Skillinvest may direct Employees to take annual leave or accumulated Time Off in Lieu at that time providing that except where unforeseen circumstances arise, Employees are provided with a minimum of two weeks' notice. An Employee may elect to take leave without pay.

47.5 Where an Employee is on leave and becomes unwell, any days of illness will be deducted from their personal leave accrual provided that a medical certificate is submitted for the period of illness. No deduction shall be made from the Employee's annual leave accrual for the days

covered by the medical certificate unless the days taken exceed the days of the personal leave accrued.

47.6 Skillinvest encourages Employees to take their annual leave regularly and does not encourage the accumulation of annual leave in excess of eight weeks (for a full-time Employee this equates to 304 hours and pro rata for part time Employees). To assist Employees in managing their annual leave balances, each Employee must submit an annual leave plan to their Manager for approval. Employees will be notified in writing if their annual leave balance exceeds 304 hours. Employees will then be required to submit a proposal for reducing the leave balance to their Manager within eight weeks of receiving such written notification.

47.7 Employees will be provided with no less than eight weeks notice if they are directed to take leave in excess of 304 hours.

47.8 Cashing out of annual leave

(a) An Employee may, with the agreement of Skillinvest, elect to cash out annual leave entitlements, provided:

- (i) Agreement is reached with regard to the Employer's duty of care, and protects the health and welfare of Employees.
- (ii) The Employee has taken a meaningful break during the last 12 months.
- (iii) The request is made in writing in accordance with Schedule 4.
- (iv) The maximum amount of annual leave that may be cashed out in one year is two weeks or pro-rata thereof for part-time Employees providing the remaining leave accrual is not less than four weeks.
- (v) 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.
- (vi) Annual leave cannot be cashed out in advance of it being credited to the Employee.

48. Public Holidays

48.1 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

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

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

48.4 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.

48.5 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 Skillinvest operates.

48.6 Skillinvest and an Employee may agree to substitute another day for any prescribed in this clause. Such agreement will be recorded in writing.

48.7 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 Off in Lieu accrual or as a day of unpaid leave.

49. Personal Leave

49.1 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.

49.2 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.

49.3 An Employee must take all reasonable steps to notify their Manager of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible thereafter.

49.4 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 the Employee is taken not to be on paid personal/carer's leave on that public holiday.

49.5 Unused personal leave shall not be paid out on retirement or termination.

50. Carer's Leave

50.1 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.

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

50.3 An Employee may elect, with the consent of Skillinvest, 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.

- 50.4** The 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.
- 50.5** The Employee shall, wherever practicable, give Skillinvest 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 Skillinvest by telephone of such absence at the first opportunity on the day of absence.
- 50.6** A casual Employee, or a non-casual Employee whose personal leave entitlement has been exhausted, are entitled to a period of up to two 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.

51. Compassionate Leave

- 51.1** An Employee, other than a casual, is entitled to a period of three days of paid Compassionate Leave and a casual Employee is entitled to three 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.
- 51.2** 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.
- 51.3** Under certain circumstances and upon application from an Employee, the General Manager or CEO 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.

52. Parental Leave

- 52.1** If there is any conflict between the NES and this parental leave clause, the NES will prevail except where this Agreement provides more beneficial entitlements to the Employee.
- 52.2** Eligibility for unpaid parental leave
- (a)** All Employees are eligible for unpaid parental leave if they have completed at least 12 months of continuous service with their Employer.
 - (b)** This includes casual Employees, but only if:
 - (i)** they have been employed by the Employer on a regular and systematic basis for a sequence of periods over at least 12 months, and
 - (ii)** had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 52.3** Entitlement to parental leave
- (a)** Parental leave is available to Employees who have, or will have responsibility for the care of a child.

- (b)** The leave must be associated with:
 - (i)** the birth of a child to the Employee, the Employee's spouse, or the Employee's de facto partner, or
 - (ii)** the placement of a child under 16 with the employee for adoption.
- (c)** Each eligible member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. If only one person is taking leave, or if one member of an Employee couple wishes to take more than 12 months leave, the Employee may request a further period of parental leave of up to 12 months.
- (d)** An 'Employee couple' is where two Employees (not necessarily of the same employer) are in a spousal or de facto relationship.

52.4 Taking unpaid parental leave

- (a)** There are different rules for taking unpaid parental leave, depending on:
 - (i)** if one Employee takes leave, or
 - (ii)** if both members of an Employee couple take leave.
- (b)** One Employee taking unpaid parental leave:
 - (i)** Leave must be taken in a single continuous period, however paid annual leave or long service leave may be taken at the same time.
 - (ii)** In the case of a pregnant Employee, leave can start up to six weeks before the expected date of birth, or earlier if the Employer and Employee agree. If the Employee is not giving birth to the child, leave starts on the date of birth or placement of the child.
 - (iii)** Leave may start at any time within 12 months after the birth or placement of the child if:
 - I.** the Employee has a spouse or de facto partner who is not an Employee, and
 - II.** the spouse or de facto partner has responsibility for the care of the child.
 - III.** Paid leave, such as annual leave or long service leave, may be taken at the same time as unpaid parental leave.
- (c)** Both members of an Employee couple taking leave:
 - (i)** Each period of leave must be taken in a single continuous period, however paid annual leave or long service leave may be taken at the same time.
 - (ii)** If the Employee who takes leave first is pregnant or gives birth, they may start their leave up to six weeks before the expected date of birth, or earlier if the Employer and Employee agree.
 - (iii)** If the Employee who takes leave first is not pregnant, their leave must start on the date of birth or placement of a child.
 - (iv)** Both Employees of an Employee couple may take leave at the same time for a maximum period of eight weeks. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than two weeks unless the Employer agrees.

Skillinvest Enterprise Agreement 2019

- (v) Concurrent leave is unpaid parental leave and is deducted from an Employee's unpaid parental leave entitlement of 12 months.
- (vi) Paid leave, such as annual leave or long service leave, may be taken at the same time as unpaid parental leave.

52.5 Extension of unpaid parental leave

- (a) An Employee taking 12 months' parental leave may request an extension of a further 12 months leave (up to 24 months in total), unless they are a member of an Employee couple and the other member has already taken 12 months of leave.
- (b) The request must be in writing and given to the Employer at least four weeks before the end of the Employee's initial period of parental leave. The Employer must respond in writing within 21 days, stating whether they grant or refuse the request. They may only refuse if they have given the Employee a reasonable opportunity to discuss their request, and there are reasonable business grounds to refuse the request. If the request is refused, the written response must include details of the Employer's reasons.

52.6 The taking of parental leave

- (a) A pregnant Employee wanting to work the six weeks before birth may be asked by the Employer to provide a medical certificate containing the following:
 - (i) a statement of whether the Employee is fit for work,
 - (ii) if the Employee is fit for work, a statement of whether it is inadvisable for the Employee to continue in her present position because of:
 - i. illness or risks arising out of the Employee's pregnancy or
 - ii. hazards connected with the position.
- (b) The Employer may require the Employee to take a period of unpaid parental leave as soon as possible if the Employee:
 - (i) fails to provide the requested medical certificate within seven days of the request or,
 - (ii) provides a certificate within seven days stating that they are not fit for work.
- (c) This form of directed leave runs until the end of the pregnancy or until the planned leave was due to start, and is deducted from the Employee's unpaid parental leave entitlement. It is exempt from the rules about when the leave must start, that it be taken in a continuous period, and notice requirements.

52.7 Notice and evidence requirements for taking parental leave

- (a) An Employee is not entitled to take unpaid parental leave unless they:
 - (i) inform their Employer of their intention to take unpaid parental leave by giving at least 10 weeks written notice (unless it is not possible to do so),
 - (ii) specify the intended start and end dates of the leave,
 - (iii) at least four weeks before the intended start date:
 - i. confirm the intended start and end dates or,
 - ii. advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).

- (b)** Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the Employee must provide the Employer with four weeks' notice.
- (c)** An Employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.

52.8 Where pregnancy ends due to stillbirth or infant death:

- (a)** An eligible pregnant Employee can reduce or cancel their period of unpaid birth-related parental leave if their pregnancy ends due to their child being stillborn, or if their child dies after birth.
- (b)** In the case of a stillbirth or infant death:
 - (i)** if the Employee or Employer gives written notice to the other party cancelling the leave before leave starts, the Employee won't be entitled to unpaid parental leave (under these circumstances, if the pregnant Employee is not fit for work, she may be entitled to paid personal leave or unpaid special maternity leave);
 - (ii)** if the Employee gives written notice cancelling the leave after leave starts, they may return to work within four weeks of giving notice to the Employer.
- (c)** Whether leave is cancelled or reduced, the Employee's entitlement to unpaid parental leave ends immediately before the day they are specified to return to work. These provisions do not limit the Employer or Employee agreeing to reduce the period of unpaid parental leave once it has started, should an agreement be reached.

52.9 Interaction with paid leave

- (a)** Where an Employee takes annual leave or long service leave during a period of unpaid parental leave the continuity of the period of unpaid parental leave is not broken.
- (b)** An Employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (c)** An Employee is not entitled to any community service leave payment in relation to activities the Employee engages in while taking unpaid parental leave.

52.10 Unpaid special maternity leave

- (a)** An eligible pregnant Employee is entitled to take unpaid special maternity leave if the Employee is not fit for work because of:
 - (i)** a pregnancy-related illness, or
 - (ii)** the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.
- (b)** An Employee must give their Employer notice they are taking unpaid special maternity leave as soon as possible (which may be after the leave has started), and the expected period of leave.
- (c)** An Employer may require evidence that would satisfy a reasonable person (for example a medical certificate).
- (d)** The entitlement to unpaid parental leave is not reduced by the amount of any unpaid special maternity leave taken by the employee while they are pregnant.

52.11 Transfer to a safe job or no safe job leave

Skillinvest Enterprise Agreement 2019

- (a)** A pregnant Employee has an entitlement to be transferred to an appropriate safe job. An appropriate safe job is a job that has:

 - (i)** the same ordinary hours of work as the Employee's present position or,
 - (ii)** a different number of ordinary hours agreed to by the Employee.
- (b)** This entitlement applies if the Employee has provided evidence (for example a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:

 - (i)** illness or risks arising out of the pregnancy or,
 - (ii)** hazards connected with that position.
- (c)** If this requirement is met and there is an appropriate safe job available, the Employee must be transferred to that job for the risk period, with no other change to the Employee's terms and conditions of employment. The Employer must pay the Employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.
- (d)** If there is no appropriate safe job available, and the Employee is entitled to unpaid parental leave then the Employee is entitled to take paid no safe job leave for the risk period, and be paid at their base rate of pay for ordinary hours of work during the risk period.
- (e)** If there is no appropriate safe job available, and the Employee is not entitled to unpaid parental leave then the Employee is entitled to take unpaid no safe job leave for the risk period.
- (f)** If an Employee is on paid no safe job leave during the six week period before the expected date of birth, the Employer may ask the Employee to give the Employer a medical certificate stating whether they are fit for work.
- (g)** The Employer may require the Employee to take a period of unpaid parental leave, if they are eligible, as soon as practical if:

 - (i)** the Employee does not give the Employer a medical certificate within seven days after the request or,
 - (ii)** within seven days after the request, the Employee provides a certificate stating they are not fit for work.
- (h)** The no safe job leave ends when the period of unpaid parental leave starts.

52.12 Consultation requirements on unpaid parental leave

- (a)** Employees on unpaid parental leave are entitled to be kept informed of decisions by their Employer that will have a significant effect on the status, pay or location of their 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 any such decisions on the Employee's position.
- (b)** The Employee's pre-parental leave position is the position they held before starting the unpaid parental leave, or the position they held before they were transferred to a safe job or reduced their hours due to the pregnancy.

52.13 Return to work guarantee

- (a)** An Employee is guaranteed to return to work immediately following a period of unpaid parental leave, entitling them to:

 - (i)** their pre-parental leave position, or

- (ii) if that position no longer exists, an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position.
- (b) Before engaging an Employee to perform the work of the Employee on leave, the Employer is required to notify the replacement Employee:
 - (i) that their engagement is temporary,
 - (ii) that the Employee on leave has a guarantee to return to work when their unpaid parental leave ends,
 - (iii) the rights of the Employee on leave in the case of a stillbirth or infant death,
 - (iv) the rights of the Employee on leave in the case where they cease to have responsibility for the care of the child.

52.14 Keeping in touch days

- (a) A keeping in touch day is when an Employee performs work for the Employer on a day or part of a day while on a period of approved leave. Such a day (or part of a day) will be considered a keeping in touch day if:
 - (i) the purpose of performing work is to enable the Employee to keep in touch with their employment (this will also assist when the Employee returns to work once their leave has ended),
 - (ii) both the Employee and the Employer consent to the Employee performing specific work on that day,
 - (iii) the day is not within 42 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employer),
 - (iv) the day is not within 14 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employee),
 - (v) the Employee has not already performed 10 days of work during the period of leave that were keeping in touch days.
- (b) An Employee who performs work on a keeping in touch day is entitled to payment from their Employer in accordance with the relevant contract of employment or industrial instrument.
- (c) A keeping in touch day will not break the single continuous period of unpaid parental leave under the NES.

52.15 Unpaid pre-adoption leave

- (a) All Employees (regardless of their length of service) are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child.
- (b) This leave may be taken as:
 - (i) single continuous period of up to two days or,
 - (ii) any separate periods to which the Employee and Employer agree.
- (c) An Employer may, however direct an Employee to take another form of leave (e.g. paid annual leave) before accessing their unpaid pre-adoption leave entitlement.
- (d) An Employee must give their Employer notice they are taking unpaid pre-adoption leave and the expected duration as soon as possible (which may be after the leave has started) and, if required, evidence that would satisfy a reasonable person.

52.16 Paid parental leave

Skillinvest Enterprise Agreement 2019

- (a) In addition to unpaid parental leave under this Agreement, Employees who have completed two years' service prior to taking parental leave will be entitled to paid parental leave in accordance with this clause. Casual Employees are not entitled to any period of paid parental leave.
- (b) After two years' service as defined in (e) below, Employees will be entitled to four weeks' paid parental leave.
- (c) After three years' service as defined in (e), Employees will be entitled to six weeks' paid parental leave.
- (d) Paid parental leave under this clause is part of the total maximum entitlement of unpaid parental leave and does not extend the total period of parental leave absence allowed.
- (e) Service in relation to this clause means the total period of employment with Skillinvest excluding any period of unpaid leave in excess of one week.
- (f) Paid and unpaid parental leave is to be available to the primary carer, except that the non-primary carer parent may simultaneously take up to eight weeks of unpaid leave at the time of the birth of the child or in the case of adoption leave up to eight weeks' unpaid leave at the time of placement of the child. Where the non-primary carer is eligible for payment under the Commonwealth Government "Dad and Partner Pay" scheme, Skillinvest will pay make-up pay to that Employee for a period of two weeks. For the purpose of this clause, make-up pay means the difference between the "Dad and Partner Pay" payments received by that Employee and the Employee's ordinary pay for a period of two weeks. This period is not regarded as service for the purposes of accrual of leave entitlements. The anniversary date and increment advancement shall not be adjusted to take account of this unpaid absence referred to in this sub clause.
- (g) 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, or in the case of the non-primary carer claiming.
- (h) 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 except for the payments set out in clause (f) above.

52.17 Subsequent Periods of Paid Parental Leave

- (a) An Employee with at least 12 months' continuous service from the date of return from their last period of paid parental leave is eligible for two weeks paid parental leave.
- (b) An Employee with at least 24 months' continuous service from the date of return from their last period of paid parental leave is eligible for four weeks paid parental leave.
- (c) An Employee with at least 36 months' continuous service from the date of return from their last period of paid parental leave is eligible for six weeks paid parental leave.
- (d) The eligibility provisions set out in clause 52.16 also apply to all subsequent periods of parental leave.
- (e) 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 52.16 above.

53. Long Service Leave (LSL)

- 53.1** Except where inconsistent with this clause, LSL shall be in accordance with the Long Service Leave Act 2018 (Vic), as amended from time to time.
- 53.2** 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 five years' eligible service past 10 years' eligible service.
- 53.3** Employees are eligible to take LSL after seven years of continuous employment.
- 53.4** Any period of unpaid parental leave up to 52 weeks will count as service, any period beyond 52 weeks will not count as service but will not break continuity of employment.
- 53.5** Employees may request to take a minimum of one full day or more LSL with no limit to the number of periods.
- 53.6** An Employee who ceases employment after five years' continuous service becomes eligible for pro rata entitlement to LSL.
- 53.7** An Employee is required to give Skillinvest three months' notice of his or her intention to take the full period of LSL. An Employee is required to give Skillinvest one month's notice of his or her intention to take a shorter period of LSL.
- 53.8** Trainees who have been employed by Skillinvest (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 LSL.
- 53.9** Where an Employee on approved LSL becomes eligible for paid personal leave, the Employee will have an equivalent period of LSL leave re-credited, subject to providing a medical certificate to support the claim for personal leave.

54. Community Service Leave

- 54.1** 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 55.

55. Jury Duty Leave

- 55.1** An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by Skillinvest 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.

56. Leave Without Pay

- 56.1** An Employee may apply for leave without pay for a specified period where all other forms of leave have been exhausted. It will be at the discretion of the General Manager or the CEO to determine whether such leave will be granted. A maximum of 12 months may be granted at any one time.

57. Aboriginal and Torres Strait Islander Ceremonial Leave

- 57.1** 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 10 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 leave without pay for a maximum period of 10 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.

- 57.2** 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.

58. Leave for Religious/Cultural Purposes

- 58.1** Skillinvest 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.

59. Domestic Violence Leave

- 59.1** Entitlement to unpaid leave

An Employee is entitled to five days' unpaid leave to deal with family and domestic violence matters as follows:

- (a)** The leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b)** The leave does not accumulate from year to year; and
- (c)** Is available in full to part-time and casual Employees.
- (d)** A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (e)** Skillinvest and the Employee may agree that the Employee may take more than five days' unpaid leave to deal with family and domestic violence.

- 59.2** Taking unpaid leave

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a)** Is experiencing family and domestic violence; and
- (b)** Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (c)** The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

- 59.3** Notice and evidence requirements

- (a)** Notice

An Employee must give Skillinvest notice of the taking of leave by the Employee under clause 59.2. The notice:

- (i)** must be given to Skillinvest as soon as practicable (which may be a time after the leave has started); and
- (ii)** must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given Skillinvest notice of the taking of leave under clause 59.2 must, if required by Skillinvest, give Skillinvest evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 59.2.

- (i) Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

59.4 Confidentiality

- (a) Skillinvest must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 59.2 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 59.2 prevents Skillinvest from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (i) Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Skillinvest should consult with such Employees regarding the handling of this information.

59.5 Compliance

- (a) An Employee is not entitled to take leave under clause 59.1 unless the Employee complies with clause 59.2.

Part 8—PERFORMANCE AND STANDARDS

60. Performance Appraisals

- 60.1 Performance Appraisals will be conducted every six months. The appraisal shall be confidential and is intended to identify:
- (a) new or improved skills required;
- (b) skill development and growth;
- (c) current training needs to be undertaken to meet Skillinvest's objectives in both the short and long term, and to enable an Employee to meet the standards of the role;
- (d) performance, behaviour and standards required;
- (e) current performance; and
- (f) professional development to enhance performance and skills.

61. Professional Development

- 61.1 Skillinvest recognises the importance of ongoing learning and professional development and is committed to the skills enhancement and career development of Employees.
- 61.2 Employees may be required to attend promotional functions, industry seminars, network activities and training as part of their ongoing professional development. Reasonable notice wherever possible will be provided to Employees required to attend such functions or activities.
- 61.3 Employees undertaking courses of study or attending training courses or seminars which are agreed to be mutually beneficial to the Employee and Skillinvest and are approved by the

General Manager or the CEO, shall be permitted paid leave of up to eight days per year to undertake the course or training.

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

62. Disciplinary Procedure

62.1 Skillinvest will ensure that:

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

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

62.3 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.

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

62.5 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.

62.6 The written warning shall include a statement of the required performance or behaviour standards outlining 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.

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

62.8 A statement signed by the Manager 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.

62.9 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.

62.10 The Employer may terminate the employment of the Employee following these meetings where work performance or conduct has been assessed as not meeting the standards required, providing procedural fairness has been followed.

62.11 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.

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

63. Dress Standards and Uniform Allowance

63.1 Employees must observe standards of personal hygiene and presentation to the expected standard of Skillinvest.

63.2 Full-time Employees are entitled to a uniform allowance to assist them in the purchase of a Skillinvest 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. Maximum term employees are entitled to the uniform allowance as per the Dress Code and Uniform policy. The uniform allowance may be provided to casual staff at the discretion of the CEO or General Manager.

63.3 Timing of the allocation of the uniform allowance is at the discretion of the Manager for new Employees.

63.4 Departing Employees are required to return all Skillinvest uniforms in their possession on their last day.

64. Intellectual Property and Confidentiality

64.1 The Employer asserts its ownership of all the intellectual property made in the course of all work on its behalf by its Employees.

65. Confidentiality

65.1 For the purposes of this Agreement, "Confidential Information" means:

- (a)** All business and financial information relating to Skillinvest;
- (b)** 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 Skillinvest at an advantage or disadvantage over its present or future competitors; and
- (c)** Any information which is marked 'confidential'; and
- (d)** Any information what would otherwise at law be considered secret or confidential information of Skillinvest.

65.2 Employees acknowledge that all the confidential information that may come into their possession, is and remains the property of Skillinvest. 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 Skillinvest' premises except in the normal course of employment. In the case of approved removal, Employees will as promptly as possible return the information to Skillinvest.

65.3 Employees must not, either before or after the termination of their employment, disclose to any person (other than to the Employer, and persons 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.

66. Occupational Health and Safety

- 66.1** Skillinvest 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.
- 66.2** 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 62 of this Agreement.
- 66.3** All necessary protective clothing and safety equipment shall be provided free of cost for use by 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 Skillinvest and shall be maintained by Skillinvest free of cost to the Employee.
- 66.4** Skillinvest and Employees shall comply with all requirements under the Occupational Health and Safety Act 2004.

Part 9—ENDING EMPLOYMENT

67. Termination of Employment

- 67.1** In the case of termination of employment (other than for serious misconduct) Skillinvest shall give the Employee the following notice:
- (a)** Where an Employee is within their probation period: 1 weeks' notice,
 - (b)** Where an Employee has been employed for a continuous period of not more than 1 year: 1 weeks' notice,
 - (c)** Where an Employee has been employed for a continuous period of more than 1 year but not more than 3 years: 2 weeks' notice,
 - (d)** Where an Employee has been employed for a continuous period of more than 3 years but not more than 5 years: 3 weeks' notice,
 - (e)** Where an Employee has been employed for a continuous period of more than 5 years: 4 weeks' notice.
- 67.2** 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.
- 67.3** Skillinvest 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.
- 67.4** 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.
- 67.5** Final payment of Employee's wages and all other entitlements will be paid within seven days of employment ending.

68. Notice of Termination by Employee

- 68.1 The notice of termination required to be given by an Employee shall be the same as that required of Skillinvest, except that there shall be no additional notice based on the age of the Employee concerned.
- 68.2 If an Employee fails to give notice, there is no obligation for Skillinvest to pay out the notice period as otherwise specified in this Agreement.

69. Statement of Employment

- 69.1 Skillinvest may, upon 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.

70. Summary Dismissal

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

70.2 This list does not preclude other actions or behaviour on the part of an Employee being considered by Skillinvest to justify instant dismissal.

70.3 In such cases wages shall be paid up to the time of dismissal only.

71. Redundancy

71.1 In the event that the need for redundancy should arise, Skillinvest 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.

71.2 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:

| Period of continuous service | Severance pay |
|-------------------------------|---------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks' pay |
| 2 years and less than 3 years | 6 weeks' pay |
| 3 years and less than 4 years | 7 weeks' pay |
| 4 years and less than 5 years | 8 weeks' pay |

| | |
|--------------------------------|---------------|
| 5 years and less than 6 years | 10 weeks' pay |
| 6 years and less than 7 years | 11 weeks' pay |
| 7 years and less than 8 years | 13 weeks' pay |
| 8 years and less than 9 years | 14 weeks' pay |
| 9 years and less than 10 years | 16 weeks' pay |
| 10 years and over | 18 weeks' pay |

71.3 'Weeks' pay' means ordinary time rate of pay for the Employee concerned.

Skillinvest 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.

72. Employee Leaving During Notice

72.1 An Employee whose employment is terminated by reason of redundancy may terminate their 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.

73. Transfer to Lower Paid Duties

73.1 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 Skillinvest may 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.

74. Time off During Notice Period

74.1 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.

75. Abandonment of Employment

75.1 Where an Employee is absent from work for more than five working days without the consent of, or notification to Skillinvest, Skillinvest will write to the Employee advising them that the employment will be treated as having been abandoned unless they notify Skillinvest and provide reasons acceptable to the Employer as to why they have been absent from work within a further five 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 Skillinvest Limited:

Signature: _____

Name: _____

Address: _____

Date: _____

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

Signature: _____

Name: _____

Address: _____

Date: _____

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

Signed for and on behalf of the Employees

Signature: _____

Name: _____

Address: _____

Date: _____

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

Signature: _____

Name: _____

Address: _____

Date: _____

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

76. Schedule 1 Salaries

Salaries are effective from the beginning of the first pay period commencing on or after the dates specified in both tables.

Schedule 1A – Transition between Classification Levels

The transition table has been developed to allow for consolidation of Classification Levels and to also allow for the transition of Longerenong Teaching Staff to the same Classification Levels as all other Skillinvest.

| Skillinvest | Old Level | | New Level |
|-------------|-----------|----------------------------|-----------|
| | | Longerenong Teaching Staff | |
| 1.1 | | | 1.1 |
| 1.2 | | | 1.2 |
| 1.3 | | | 1.2 |
| 1.4 | | | 1.3 |
| 1.5 | | | 1.4 |
| 1.6 | | | 1.4 |
| 1.7 | | | 1.5 |
| 1.8 | | | 1.6 |
| 1.9 | | | 2.1 |
| 2.1 | | | 2.1 |
| 2.2 | | | 2.2 |
| 2.3 | | | 2.3 |
| 2.4 | | | 2.4 |
| 2.5 | | | 2.5 |
| 2.6 | | | 2.6 |
| 2.7 | | Level 1 Step 1 | 2.7 |
| 2.8 | | | 2.8 |
| 2.9 | | Level 1 Step 2 | 2.9 |
| 3.1 | | Level 1 Step 3 | 3.1 |
| 3.2 | | | 3.2 |
| 3.3 | | Level 1 Step 4 | 3.2 |
| 3.4 | | | 3.3 |
| 3.5 | | Level 2 Step 1 | 3.4 |
| 3.6 | | Level 2 Step 2 | 3.5 |
| 3.7 | | Level 2 Step 3 | 3.6 |
| 3.8 | | Level 2 Step 4 | 3.7 |
| 3.9 | | Level 2 Step 5 | 3.8 |
| 3.10 | | Level 2 Step 6 | 3.9 |
| 4.1 | | | 4.1 |
| 4.2 | | Level 3 Step 1 | 4.2 |
| 4.3 | | Level 3 Step 2 | 4.3 |
| 4.4 | | Level 3 Step 3 | 4.4 |
| | | Level 3 Step 4 | 4.4 |
| 4.5 | | | 4.5 |
| 4.6 | | | 4.6 |

Skillinvest Enterprise Agreement 2019

| Old Level | | |
|-------------|----------------------------|-----------|
| Skillinvest | Longerenong Teaching Staff | New Level |
| 4.7 | | 4.7 |
| 4.8 | Level 4 Step 1 | 4.8 |
| 4.9 | Level 4 Step 2 | 4.9 |
| | Level 4 Step 3 | 4.9 |

Indicates level that has been removed

Salary maintenance will not apply to Employees who transition from the Longerenong Teaching Staff rate tables in the Skillinvest Enterprise Agreement 2016. Academic Teaching Staff transitioning as specified in Schedule 1A will continue to receive applicable allowances or higher duties as per their existing agreements.

Skillinvest Enterprise Agreement 2019

Skillinvest Employees

Schedule 1B - Salaries

| Annual Increase: | | 3.00% | 3.00% | 3.00% |
|------------------|------------|--------------------|--------------------|--------------------|
| Classification | Current | After 1/07/2019 | After 1/07/2020 | After 1/07/2021 |
| 1.1 | \$ 42,715 | \$ 43,996 | \$ 45,316 | \$ 46,676 |
| 1.2 | \$ 44,720 | \$ 46,062 | \$ 47,443 | \$ 48,867 |
| 1.3 | \$ 46,756 | \$ 48,159 | \$ 49,603 | \$ 51,092 |
| 1.4 | \$ 48,592 | \$ 50,050 | \$ 51,551 | \$ 53,098 |
| 1.5 | \$ 50,295 | \$ 51,804 | \$ 53,358 | \$ 54,959 |
| 1.6 | \$ 51,657 | \$ 53,207 | \$ 54,803 | \$ 56,447 |
| 2.1 | \$ 53,019 | \$ 54,610 | \$ 56,248 | \$ 57,935 |
| 2.2 | \$ 54,254 | \$ 55,882 | \$ 57,558 | \$ 59,285 |
| 2.3 | \$ 55,699 | \$ 57,370 | \$ 59,091 | \$ 60,864 |
| 2.4 | \$ 56,719 | \$ 58,421 | \$ 60,173 | \$ 61,978 |
| 2.5 | \$ 58,386 | \$ 60,138 | \$ 61,942 | \$ 63,800 |
| 2.6 | \$ 59,815 | \$ 61,609 | \$ 63,458 | \$ 65,361 |
| 2.7 | \$ 61,073 | \$ 62,905 | \$ 64,792 | \$ 66,736 |
| 2.8 | \$ 62,375 | \$ 64,246 | \$ 66,174 | \$ 68,159 |
| 2.9 | \$ 63,756 | \$ 65,669 | \$ 67,639 | \$ 69,668 |
| 3.1 | \$ 65,528 | \$ 67,494 | \$ 69,519 | \$ 71,604 |
| 3.2 | \$ 67,179 | \$ 69,194 | \$ 71,270 | \$ 73,408 |
| 3.3 | \$ 69,125 | \$ 71,199 | \$ 73,335 | \$ 75,535 |
| 3.4 | \$ 70,618 | \$ 72,737 | \$ 74,919 | \$ 77,166 |
| 3.5 | \$ 72,482 | \$ 74,656 | \$ 76,896 | \$ 79,203 |
| 3.6 | \$ 74,494 | \$ 76,729 | \$ 79,031 | \$ 81,402 |
| 3.7 | \$ 77,179 | \$ 79,494 | \$ 81,879 | \$ 84,336 |
| 3.8 | \$ 79,863 | \$ 82,259 | \$ 84,727 | \$ 87,268 |
| 3.9 | \$ 81,267 | \$ 83,705 | \$ 86,216 | \$ 88,803 |
| 4.1 | \$ 82,546 | \$ 85,022 | \$ 87,573 | \$ 90,200 |
| 4.2 | \$ 85,231 | \$ 87,788 | \$ 90,422 | \$ 93,134 |
| 4.3 | \$ 87,917 | \$ 90,555 | \$ 93,271 | \$ 96,069 |
| 4.4 | \$ 90,600 | \$ 93,318 | \$ 96,118 | \$ 99,001 |
| 4.5 | \$ 93,286 | \$ 96,085 | \$ 98,967 | \$ 101,936 |
| 4.6 | \$ 95,970 | \$ 98,849 | \$ 101,815 | \$ 104,869 |
| 4.7 | \$ 98,652 | \$ 101,612 | \$ 104,660 | \$ 107,800 |
| 4.8 | \$ 100,891 | \$ 103,918 | \$ 107,035 | \$ 110,246 |
| 4.9 | \$ 104,305 | \$ 107,434 | \$ 110,657 | \$ 113,977 |

77. Schedule 2 Classification Levels

Level 1

Level 1 Employees are responsible for undertaking clerical and administrative duties. Employees at this level may have limited relevant experience in this field, or work under general direction and supervision. Employees on lower salary pay points may be undertaking on the job training, whereas Employees on higher pay points at this level are able to perform routine tasks under general direction and supervision using established practices, procedures and instructions. Such Employees perform routine office functions requiring an understanding of clear, straightforward rules or procedures. Employees appointed at this level may be under the general supervision of a more experienced worker. Less experienced Employees will have access to regular 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 Level 1:

- Works in a team and under general direction
- May work under general supervision with Employees at higher salary points
- May undertake reception duties e.g. directing calls to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors
- May undertake maintenance of records, filing, collating, photocopying, data entry and records administration
- May undertake payroll or finance duties
- Follows established practices and procedures

Level 2

Level 2 Employees work under general direction and professional guidance in the application of procedures, methods and guidelines which are well established. Employees at this level may need specialised knowledge to undertake the requirements of the position. At higher salary points within this level an Employee works autonomously 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 Level 2:

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

Skillinvest Enterprise Agreement 2019

- 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 supervision, deliver training programs
- Under supervision undertake a range of employment consultant duties in accordance with documented procedures
- Under supervision undertake Occupational Health and Safety assessments
- Exercise limited autonomy within clear objectives and/or budget constraints
- Exercise problem solving skills generally found in guidelines or instructions

Level 3

Level 3 Employees are required to work autonomously and provide a high level of service delivery, may oversee a program and/or project, and may exercise some supervisory functions.

Employees 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.

General features at this level allow Employees the scope to influence the operational activities of the organisation and may 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 may 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.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues and assist more junior staff.

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 Level 3:

- 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
- Work with students in a direct teaching role, including the preparation and customizing of units and courses to meet student, client and compliance requirements
- Active promotion of training opportunities to the community, industry and students
- 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 in their field of expertise

- Works autonomously under limited direction from a Manager with advice on complex or unusual matters available
- May have 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

Level 4

Level 4 Employees have achieved a level of organisation or industry specific knowledge and provide guidance and information to the organisation. They are required to work autonomously and provide a high level of service delivery, coordination of projects, teaching and supervision of Employees.

Employees at Level 4 operate under limited direction from management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

Employees at this level are required to advise on a range of activities within the organisation and contribute to the determination of objectives within the relevant field of their expertise. Employees at this level are involved 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 demand responsibility for decision making within the constraints of organisational policy. Positions at this level may be recognised by significant independence of action and a direct accountability to a Senior Manager.

General features at this level allow Employees the scope to influence the operational activities of the organisation and 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.

They will be required to undertake the control and coordination of a program, project and/or significant work area and maintain organisational standards and compliance.

Employees at this level may be responsible for supervising a team. A high level of interpersonal skills are 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.

Characteristics of positions at Level 4:

- Extensive 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
- 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) and compliance
- May work with students in a direct teaching role, including the preparation and customizing of units and courses to meet student, client and compliance requirements
- Active promotion of training opportunities to the community, industry and students
- May assist junior teachers and Trainers in the delivery of teaching and pastoral care
- Provide leadership in specialist areas across the organisation
- Ability to identify emerging needs and to develop and implement appropriate and effective policies/procedures to address these needs

Skillinvest Enterprise Agreement 2019

- 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
- Specialist and well developed skills and supervision/management abilities
- Works autonomously under limited direction from a Manager
- May report directly to a Senior Manager or CEO and may be required to prepare reports and information at Board level
- Has significant delegated authority
- Management of staff to ensure the effectiveness of the organisation's staff resources including training, development and performance management of staff

Classifications above Level 4

Employees in classifications above Level 4 are Senior Managers and perform the tasks listed in Classification 4 at a higher level. Senior Managers are also responsible for the overall performance of the entire business unit which they are responsible for.

78. Schedule 3 Team Leader Allowance Rates

Rates adjusted at the same time as rates in clause 24 are adjusted (first pay period commencing on or after 1 July in the year specified):

Schedule 3 - Team Leader Allowance

Annual Increase: 3.00% 3.00% 3.00%

| Pre 1 July 2019 | From 1 July 2019 | From 1 July 2020 | From 1 July 2021 |
|-----------------|------------------|------------------|------------------|
| \$ 3,972 | \$ 4,091 | \$ 4,214 | \$ 4,340 |

79. Schedule 4 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:

Signatory

Singed for and on behalf of Skillinvest Limited:

Signature:  _____

Name: David Webster

Address: 

Date: 24th September 2019

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

CHIEF EXECUTIVE OFFICER

Signed for and on behalf of the Employees:

Signature:  _____

Name: Tammy McDonald

Address: 

Date: 24th September 2019

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

Staff bargaining representative

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/3635

Applicant:

Skillinvest Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Darren Webster, Chief Executive Officer on behalf of Skillinvest give the following undertakings with respect to the Skillinvest Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Skillinvest to provide this undertaking in relation to the application before the Fair Work Commission.
2. For the purposes of the additional week of annual leave provided for in the NES, a shiftworker is a clerical or administrative employee employed as a seven day shiftworker who is regularly rostered to work on Sundays and public holidays if such shifts are continuously rostered 24 hours a day for seven days a week.
3. Clause 75 will operate subject to the National Employment Standards.
4. Clause 36 - Ordinary hours for Clerical and Administrative employees may be worked from 6am to 7pm Monday –Friday and from 7am-12.30pm on a Saturday and will be limited to a maximum of 10 ordinary hours on any one day. Ordinary hours for all other employees are worked between 6am to 7pm Monday to Sunday.

Clerical and Administrative employees who work Ordinary hours on a Saturday will be paid at time and quarter.

All work performed on a Sunday will be paid at double time.

All work performed on a Public Holiday will paid at double time and half.

Overtime will be paid in accordance with Clause 37.7 and 37.8
5. The application of Clause 39 is limited to the following roles: group training field consultant, teacher, trainer or manager. These employees are responsible for monitoring their working hours to ensure additional hours do not exceed their allocation of Excess Hours Leave (12 days) in a 12 month period.
6. Clause 37.6 – Casual employees working outside the span of ordinary hours will be paid overtime in accordance with the rates set out in clause 37.7 and 37.8.
7. Clause 41 – All work on a public holiday will be paid at double time and a half.

8. Clause 38 - Time Off in Lieu will be paid out at termination at the applicable overtime rate.
9. Clause 36.2 – The shift penalty of 15% applies only to teachers and trainers who are required to deliver training outside the span of ordinary hours and will be paid in addition to their ordinary hourly rate of pay. All other employees who are required to provide training outside of the span of hours will be paid in accordance with Clause 37.7 and 37.8.
10. These undertakings are provided on the basis of issues raised by the Commissioner in the application before the Fair Work Commission (Commission), and will be attached to the Agreement if approved by the Commission.



Signature

DARREN WEBSTER

Name

CEO

Title

22/10/19

Date