



11 May 2020

Heather Sheppard  
9 Wendy Court  
Hampton Park Vic 3976

Dear Heather

#### **LETTER OF APPOINTMENT WITH CHISHOLM INSTITUTE**

I am pleased to formally offer you casual employment with the Institute on the terms and conditions set out in this letter of appointment and the attached schedule.

As a casual employee, each time you work is a separate period of employment. Each time you are offered and agree to work, the terms of this letter of appointment will apply to your employment. Once a period of employment ends, there is no obligation on you to accept, or on the Institute to offer, any further work. You expressly acknowledge and agree that you have no expectation of ongoing employment with Chisholm.

The *Chisholm Institute Professional Staff Enterprise Agreement 2018* (2018 Agreement) will apply to your employment and determine your minimum entitlements as a matter of law. However, the 2018 Agreement is not incorporated into, and does not form part of, the terms of your letter of appointment.

In accordance with the *Fair Work Act 2009* (Cth) a copy of the Fair Work Information Statement is enclosed with this contract of employment.

#### **1. APPOINTMENT**

This letter of appointment commences on the Commencement Date set out in the schedule.

Should you be offered work from time to time, you will be employed in the position set out in the schedule.

For the purposes of the 2018 Agreement, your classification on commencement will be as set out in the schedule.

You will initially be located at the location set out in the schedule. However, the Institute may, at its discretion, change your work location to any of its other campuses, locations or sites.

This letter of appointment will apply to each and every engagement of you by the Institute despite any changes to your location, business area, duties, accountabilities, position, classification, remuneration or reporting structure. This letter of appointment shall not be altered or modified in any way except in writing signed by you and the Institute.

## 2. NATURE OF ENGAGEMENT

As a casual employee you will be engaged and paid by the hour and employed on an irregular basis or for a short period of time. You acknowledge and agree that nothing in this letter of appointment is to be construed to suggest that there should be any expectation of continuity of employment from day to day.

You will remain a casual employee for each engagement under this letter of appointment. You may only become a fixed-term or an ongoing employee if the Institute offers you such a position in writing and you accept such an offer.

You may also have a right to formally apply for conversion to non-casual employment to ongoing or fixed-term upon meeting certain conditions and serving a qualifying period as set out in the 2018 Agreement.

## 3. DUTIES

The duties, responsibilities, accountabilities and requirements of the position are outlined in the position description. In this position you will initially report to the person holding the position set out in the schedule. The Institute may alter reporting structures from time to time.

You are required to carry out other duties reasonably required by the Institute that you are skilled and capable of performing.

As an employee of the Institute you also agree to:

- (a) devote the whole of your time during your hours of work to your duties and accountabilities;
- (b) serve the Institute faithfully and diligently to the best of your ability;
- (c) act in the best interests of the Institute at all times;
- (d) use your best abilities and knowledge to perform the duties assigned to you;
- (e) display the highest ethical and professional standards of service delivery and confidentiality towards the Institute's staff, students and clients;
- (f) use your best endeavours to promote and protect the good name and reputation of the Institute;
- (g) comply with all reasonable and lawful directions of the Institute and all laws applicable to your position and duties; and
- (h) avoid any conflicts of interest whether real, potential or perceived.

Nothing in this letter will be construed as limiting your duties of good faith or fidelity to the Institute or any other duties you may have to the Institute at common law, in equity or under the *Corporations Act 2001* (Cth).

The Institute may vary or supplement the position, position description and accountabilities in accordance with the needs of the business from time to time, provided that any changes are consistent with your skills, experience, qualifications, training and competency. You agree that the terms of this letter of appointment will apply to any alterations to your casual duties or role allocated by the Institute, unless varied in writing in accordance with these terms.

#### 4. HOURS OF WORK AND HOURLY RATE OF PAY

You acknowledge that you are engaged on an hourly basis, and that your hours and days of work will vary according to the Institute's operational requirements. You may be asked to work on any day, including weekends and public holidays, as dictated by the Institute's operational requirements. The minimum payment will be for 3 hours for each attendance.

Your hourly rate of pay is set out in the schedule. This hourly rate of pay consists of a base hourly rate of pay determined in accordance with your classification under the 2018 Agreement, and a casual loading of 25% of your base hourly rate of pay. The casual loading component of your hourly rate of pay is intended to compensate you, among other things, for not having an entitlement to, as a casual employee, paid annual leave or personal and carer's leave. The payment of the casual loading is dependent on the characterisation of your employment as casual, and will not be payable to you in respect of any period where your employment is not or ceases to be characterised as casual.

If a court or tribunal determines that, in respect of any specific period of your employment (**Period**), your employment is to be characterised as other than casual, and the Institute is required to pay an amount of money to you as a consequence (**Amount Due**), you agree that the amount of casual loading paid to you by the Institute in respect of the Period was an overpayment (**Overpayment**). You agree to repay to the Institute the Overpayment, up to an amount not exceeding the Amount Due.

#### 5. UNPAID LEAVE

Your entitlements to unpaid carer's leave and unpaid compassionate leave are contained in the 2018 Agreement.

#### 6. LONG SERVICE LEAVE

You may be entitled to long service leave in accordance with the 2018 Agreement.

#### 7. ELIGIBILITY FOR EMPLOYMENT

Employment at the Institute is conditional on verification of your eligibility to legally work unrestricted in Australia in the position. Verification of your eligibility to legally work unrestricted in Australia in the position must be provided prior to the commencement of your first engagement with the Institute.

Acceptable documentation for this purpose is a certified copy of:

- (a) an Australian Birth Certificate in addition to photographic identification (e.g. Driver's Licence);
- (b) an Australian or New Zealand Passport;
- (c) an Australian Citizenship Certificate in addition to photographic identification;
- (d) a foreign passport with Permanent Residence Visa or other visa verifying your eligibility to legally work unrestricted in Australia in the position; or
- (e) Certificate of Evidence of Resident Status (CERS) in addition to photographic identification

Where verification of your eligibility to legally work unrestricted in Australia in the position is not provided on or prior to the commencement of your first engagement with the Institute, this offer of employment will automatically terminate.

This offer of employment is also conditional on there being no restriction on your ability to commence employment with the Institute in compliance with these terms and conditions.

## 8. PRE-EXISTING INJURY

You warrant that you do not suffer from any pre-existing medical condition or injury which, taking into account the nature of the duties involved in this position, would adversely affect your ability to perform this position (other than as advised to the Institute in writing prior to the commencement of your first engagement with the Institute).

If you fail to disclose, or make a false or misleading disclosure with regard to, any pre-existing injury or disease from which you suffer or have suffered that could be affected by the nature of your employment with the Institute, you will not be entitled to compensation under the applicable workers' compensation legislation. This will include any compensation in relation to any recurrence, aggravation, acceleration, exacerbation or deterioration or the pre-existing injury or disease arising out of, or in the course of, or due to the nature of, your employment with the Institute.

The Institute may require you to undertake a pre-employment medical assessment in relation to your ability to undertake and perform the duties of the position.

## 9. WORKING WITH CHILDREN CHECK AND CHILD SAFE STANDARDS

The Institute is an educational institution for the purposes of the *Working with Children Act 2005* (Vic), which requires that certain employees hold a current Employee Working with Children (**WWC**) Check. To assist in protecting all children who attend the Institute, it is the Institute's policy to require all staff, unless exempted, to hold a current Employee WWC Check.

It is a condition of this offer of employment and of each engagement with the Institute that you hold and continue to hold at all times during each engagement (at your own cost) a current Employee WWC Check and that you provide evidence of such prior to the commencement of your first engagement with the Institute, and whenever requested. Please refer to the schedule to confirm whether the Institute has a copy of your current Employee WWC Check on file.

Where satisfactory evidence of an Employee WWC Check is not provided to the Institute, or the Institute is advised by the Department of Justice that your Employee WWC Check has been revoked or that you have been given a negative notice, your employment will terminate automatically.

The Institute also requires all staff to comply with Institute policies that give effect to the *Child Safe Standards*. However, the terms of these policies are not incorporated into this letter of appointment

## 10. NATIONAL POLICE CHECK

Your employment at the Institute may be subject to a National Police Check. If a National Police Check is required to be provided by you this will be indicated in the schedule and it must be provided to the Institute prior to the commencement of your first engagement with the Institute (at your own cost).

You may be required to complete a National Police Check at any time during your employment.

If the outcome of the National Police Check is unsatisfactory to the Institute, or it is not received within the requested timeframe, this letter of appointment will terminate automatically and you will be ineligible to undertake further engagements with the Institute while your National Police Check remains unsatisfactory.

#### **11. FIRST AID CERTIFICATE**

You may be required to hold a current first aid certificate as part of your employment. If this is required it will be indicated in the schedule and evidence of your first aid qualification must be provided to the Institute prior to your first engagement.

#### **12. CESSATION OF EMPLOYMENT**

As a casual employee, either you or the Institute may terminate this contract and the employment at any time by notifying the other.

There is no notice required to be given by either party in relation to the cessation of this contract. However, if, as a casual employee, you wish to no longer make yourself available for engagement by Chisholm, you may advise your manager via email.

#### **13. RETURN OF PROPERTY**

At the end of your employment, or where requested by the Institute, you will deliver to the Institute all property, documents and things belonging to it or to any student, customer, supplier or related entity and which remain in your possession or control including mobile phones, computers, keys, data storage devices, cards, documents, diaries, records and papers, reports, working papers, training manuals, equipment, computer information and programs and all copies of such items. This includes, but is not limited to, any Confidential Information or intellectual property of the Institute.

This clause is not affected by the termination of your employment or this letter of appointment.

#### **14. SUPERANNUATION**

In addition to the salary, the Institute will make contributions to your nominated superannuation fund in accordance with the minimum requirements of the 2018 Agreement and the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

You may choose a superannuation fund by completing the standard choice form provided to you by the Institute. If you do not nominate a fund, the Institute will make such contributions to the Vic Super Fund.

#### **15. OUTSIDE EMPLOYMENT**

You agree not to undertake any outside employment or hold any office or position during your employment with the Institute which conflicts, or may cause or present a conflict of interest, with your duties and obligations to the Institute as its casual employee. You agree to disclose in writing to the Institute any conflict, whether real, potential or perceived, and to cease undertaking the outside employment or holding the office or position, when consent to do so is denied or revoked by the Institute. Such consent will not be unreasonably withheld by the Institute.

#### **16. CONFIDENTIAL INFORMATION**

You must during your employment and at all times after the termination of your employment with the Institute, other than in the proper course of your duties or as may be required by law:

- (a) not directly or indirectly divulge or disclose to any other person, firm or corporation any Confidential Information;

- (b) not use or attempt to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to the Institute, its students, its customers or all;
- (c) not copy, transmit, retain or remove any Confidential Information, or attempt to do so;
- (d) use your best endeavours to prevent the unauthorised disclosure of any Confidential Information by a third party;
- (e) immediately notify the Institute of any suspected or actual unauthorised use, copying, removal or disclosure of Confidential Information; and
- (f) provide assistance reasonably requested by the Institute in relation to any proceedings the Institute may take against any person for unauthorised use, copying, removal or disclosure of Confidential Information.

If you are under any doubt about your obligations under this provision, you must seek permission of the Institute prior to disclosing any information.

You acknowledge and agree that:

- (a) as a result of your employment with the Institute, you will come into contact with confidential information;
- (b) disclosure of such Confidential Information may diminish the value of the confidential information or could materially harm the Institute or its students, customers, or all; and
- (c) the restrictions expressed in this clause are reasonable in all the circumstances and necessary to protect the business, reputation and goodwill of the Institute.

For the purposes of this letter of appointment, Confidential Information does not include information that is in the public domain otherwise than as a consequence of a breach of confidentiality owed by you or any other person to the Institute.

This clause is not affected by the termination of your employment or this letter of appointment.

## **17. INTELLECTUAL PROPERTY**

Any intellectual property rights in works (including but not limited to computer software, programmes, designs, briefs, drawings, materials, manuals, records, procedures, systems, marketing techniques, plans and specifications) conceived, developed, written or otherwise created by you in the course of your employment with the Institute shall remain the property of the Institute unless otherwise agreed in writing between yourself and the Institute. You agree that you will, at the request and expense of the Institute, execute such assignments and assurances as may be reasonably necessary to perfect ownership by the Institute of those rights.

Intellectual property includes copyright work, designs, patents, trademarks and inventions and any related right.

The Institute acknowledges that you may have moral rights in relation to any copyright work made or to be made by you in the course of your employment. You consent to the Institute, during or after your employment ends, using any such copyright work in any way which, but for this consent would otherwise constitute infringement of your moral rights in such work. This consent applies to any act or omission occurring before or after this consent is given.

This clause is not affected by the termination of your employment or this letter of appointment.

## **18. OCCUPATIONAL HEALTH AND SAFETY**

You must exercise reasonable care and diligence in the performance of your duties and comply with all reasonable instructions to protect your own health and safety and the health and safety of others.

You must not consume or possess alcohol or alcoholic substances at any time at your place of work, or on or in any property (including vehicles) owned or used by the Institute without the express prior approval of management.

You must not consume or possess any substance (illegal or legal) that is likely to impair your ability to carry out your duties at any time at your place of work, or on or in any property (including vehicles) owned or used by the Institute without the express prior approval of management.

You must advise the Institute of any medication you are taking (prescribed or otherwise) which may in any way affect the performance of the inherent duties of your position or may require a change in your duties.

## 19. POLICIES AND PROCEDURES

The Institute has policies and procedures governing the requirements of its employees and relating to various aspects of its operations. You are required to carry out your duties and accountabilities at all times in accordance with these policies and procedures (including as varied and replaced from time to time). The policies and procedures constitute lawful and reasonable directions to you but do not impose obligations on the Institute. The policies and procedures do not form part of, and are not incorporated into, this letter of appointment.

## 20. DEFINITIONS AND GENERAL PROVISIONS

The terms and conditions of this letter of appointment represent the whole agreement between you and the Institute and supersedes all previous employment contracts, agreements, arrangements and understandings and excludes any pre-employment representations.

The failure of the Institute at any time to insist on performance of any term of this letter is not a waiver of its right at any later time to insist on performance of that or any other term of this letter.

If any term, clause or sub-clause of this letter of appointment is or becomes illegal, invalid or unenforceable it will be severed and none of the remaining terms, clauses or sub-clauses will be affected.

Any provision of this letter remaining to be performed or observed by you, or which is expressed as having, or with regard to the context is to be regarded as having, effect after the termination of your employment, for whatever reason remains in full force and effect and is binding on you. For the avoidance of doubt, and without limitation, the clauses of this letter regarding return of property, confidential information and intellectual property continue to have full force and effect after the termination of your employment and/or the letter of appointment.

These terms and conditions will be governed by and construed in accordance with the laws of Victoria and the Commonwealth.

**2018 Agreement** means the *Chisholm Institute Professional Staff Enterprise Agreement 2018*, as amended or replaced from time to time.

**Child Safe Standards** are the Child Safe Standards made under the *Child Wellbeing and Safety Act 2005* (Vic).

**Commencement Date** is the date identified in the Schedule as the date on which this letter of appointment commences.

**Confidential Information** includes the following information of the Institute or Related Entity:

- (a) all trade secrets and all financial, accounting, marketing, pricing and technical information, student and supplier lists (including without limitation, any prospective, or proposed student and supplier lists, or information), ideas, concepts, know-how, intellectual property, technology, operating procedures, processes, business methods, knowledge and other information created by, belonging to or developed by the Institute or Related Entity or used or intended to be used in its transactions and affairs that you have access to or acquire as a consequence of your employment with the Institute;
- (b) all notes, reports and documents in whatever form incorporating or derived from information referred to above; and
- (c) all copies of the information, notes, reports and documents in whatever form referred to above.

**Employee WWC Check** is an assessment notice obtained under the *Working with Children Act 2005* (Vic) (as amended or replaced from time to time) that assesses or re-assesses that a person is suitable to work in child-related work.

**Immediate Family** means:

- (a) your spouse (including de facto);
- (b) a child (including adopted child, step-child, ex-nuptial child or adult child) of you or your spouse;
- (c) a parent, grandparent, grandchild or sibling of you or your spouse.

**Institute** means Chisholm Institute.

**Related Entity** includes all related body corporates of the Institute as defined in the *Corporations Act 2001* (Cth).

You acknowledge that at the time of accepting this offer of casual employment you have no knowledge of any fact or circumstance which may prevent fulfilment of the terms of this offer and the requirements for employment with the Institute.

The Institute's decision to offer you casual employment is based on the qualifications, experience and expertise which you represented that you have as part of your application. You acknowledge that your employment may be terminated without notice if any material information or representation relating to your qualifications, experience and/or expertise is found to be false or misleading.

This offer is valid for ten (10) working days from the date of issue of this letter of appointment, and if it is not returned signed within that time, the offer will lapse and is no longer capable of acceptance by you.

May I take this opportunity to congratulate you on your appointment to the Institute and trust that your association with the Institute will be rewarding, both personally and professionally.

Yours sincerely,



**Tania Brightman**  
Human Resource Business Partner  
People, Culture and Safety




I have read and understood the letter of appointment and accept the offer of employment with the Institute on the terms and conditions contained in this letter. I have signed this letter of appointment and initialled the schedule.

Heather Sheppard  
Signature of employee

14/5/2020  
Date

Heather Sheppard  
Print name:

  
Signature of witness

18/05/2020  
Date

Daniel Krastek  
Print name of witness

<b>Full Name of Employee</b>	Heather Sheppard
<b>Casual Position</b>	Work Education Support Officer
<b>Business Area</b>	Foundation College
<b>Classification</b>	You have been classified as follows under the 2018 Agreement: Professional Staff Level 2.4
<b>Report To</b>	Education Manager
<b>Usual Location</b>	Dandenong
<b>Commencement Date</b>	13 July 2020
<b>Indicative Expiry Date</b>	18 September 2020  Note: this is indicative only for Institute administration purposes and any casual hours will be as allocated by the Institute and as approved on the Institute's timesheet system
<b>Working With Children Check</b>	Provided – Expiry Date – 9 August 2023
<b>National Police Check</b>	Not required
<b>First Aid Certificate</b>	Not required
<b>Casual Hourly Rate of Pay</b>	Your casual hourly rate of pay inclusive of a 25% casual loading is: \$33.30 per hour.  Your superannuation benefits are in addition to this hourly rate. The employer superannuation contribution is 9.5% of the hourly rate in accordance with statutory requirements

Initialled: <sup>Heather</sup> HS /

## Duty Statement

### Casual – Work Education Support Officer Foundation College

We are looking for employees of integrity, who are exceptionally high performers and can work collaboratively towards the achievement of our 2020 Vision of being  
*'an Institute, Workplace and Partner of Choice'*

#### ABOUT THE ROLE

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##### Overview

This position is accountable for the provision of support to students in classrooms and workshops within Foundation College. This role interacts directly with students and teachers in a professional manner to provide support and assistance and to provide a positive student experience. The role is also responsible for some administrative tasks associated with the College.

The incumbent is a key and active participant of the Foundation College Team and will receive direction from the Senior Educator.

##### Key Accountabilities

##### Student Support

- Support students in the classroom and in workshops by working one-to-one with students or in small groups to reinforce and clarify lesson content, where duties may involve:
  - Literacy support
  - Numeracy support
  - Lesson context
  - Maintaining student focus
  - Scribing
  - Ensuring that OH&S is maintained
- Provide support on group excursions
- Visiting or supporting, work placement students on site as requested by Senior Educator
- As requested by the Senior Educator, provide support to the Work Experience Coordinator with monitoring work placements
- Provide driving services for transportation off campus where required (Full Victorian Driver's Licence required). Duties may involve:
  - Maintaining off-campus register
  - Bus key collection
  - Re-fuelling bus
  - Reporting bus maintenance issues to facilities
  - Filling out bus trip record
  - Maintaining student safety and reporting any unsafe behaviour of students where appropriate

### **Administrative Support**

- Assisting the Senior Educator during peak periods, such as enrolment times, end of Semester results, planning etc.
- Providing customer service, handling reception and course inquiries for the Centre's programs
- Updating student records e.g. health declaration, student contact details etc.
- Phoning students e.g. non-attendance for class or excursion
- Photocopying of administrative material only
- Supporting the Business Area Administrative Officer and Senior Educator in implementing systems for student lists and for monitoring and maintaining assessment and attendance registers
- Assisting with documentation
- Attend and participate in meetings as required by the Business Area
- Work across campus as required

### **People and Team**

- Maintain professional development to ensure professional and vocational training to enhance current skills and knowledge
- Complete and actively participate in the development of own annual professional development plan consistent with Institute practices and policies
- Maintain a safe, positive and productive work environment free from discrimination, bullying and harassment.
- Promote the Vision and goals of the organisation both internally and externally, with professionalism and enthusiasm.

## **ABOUT US**

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Chisholm is Victoria's premier public vocational education and training provider, with campuses located across Melbourne and the south east.

Each year, we welcome some 30,000 students from over 43 culturally and linguistically diverse backgrounds. More than 1,200 passionate and dedicated Chisholm employees work together to deliver quality training and education in Melbourne's south east manufacturing heartland and key residential growth corridor.

A Victorian Government-owned TAFE, we aim to lead the way in education and training to inspire success and transform lives.

Our purpose is to excel in education and training and be respected and valued for enhancing the social and economic futures of individuals, industry and communities.

Our drive for commercial success is underpinned by our core values of *Opportunity, Integrity, Collaboration, and Achievement*.

In the past 20 years, we have grown significantly to become a multi-sector institute, delivering a broad range of education and training programs and services in higher education, vocational education and training (VET) and school sectors across ten campuses in Victoria, online, in the workplace and overseas with partner educational and government organisations.

We offer more than 400 courses, from VCE/VCAL/VETiS, through to nationally accredited qualifications such as certificates, diplomas, advanced diplomas, degrees, graduate certificates, graduate diplomas and short courses.

## OUR COMMITMENT TO DIVERSITY

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At Chisholm, we embrace differences in gender, age, ethnicity, race, cultural background, disability, religion and sexual orientation. We know that diversity and inclusion helps us to attract, recruit, engage and retain a team of talented people.

## KEY WORKING RELATIONSHIPS

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### Reports to:

- Education Manager

### Direct Reports:

- Nil

### Internally

- Foundation College team
- Professional support staff

## POSITION REQUIREMENTS

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### Qualifications

#### Essential

- A relevant qualification at a minimum of post-secondary level or equivalent relevant experience
- A Victorian Drivers Licence

#### Desirable

- Demonstrated evidence of ongoing professional development

### Skills and experience

#### Mandatory

- Experience in providing learning support to students
- The ability to work collaboratively and adopt a teamwork approach
- Experience in receipt of payments, cash handling and reconciliation
- Sound numeracy and literacy skills
- Very good communication skills

#### Desirable

- General knowledge of education
- Sound understanding of OH&S principles
- Experience in a face to face or phone based environment
- A good understanding of the current directions of Chisholm Institute and the implications for effective teaching

## ALIGNMENT WITH OUR VALUES

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We are looking for people who believe in our values of *Opportunity*, *Collaboration*, *Integrity*, and *Achievement* and will uphold them in all communications, decisions and actions.

### **Opportunity**

- We are encouraged to communicate our ideas
- We strive to constantly deliver excellence in education
- We have a *Workplace of Choice* that is safe, positive and continually improving
- We respect each other's roles and commit to shared goals

### **Collaboration**

- We are part of an innovative team working together; we are friendly, understanding and sensitive to our learners and customers
- We care and look out for each other and the community, whilst delivering great service

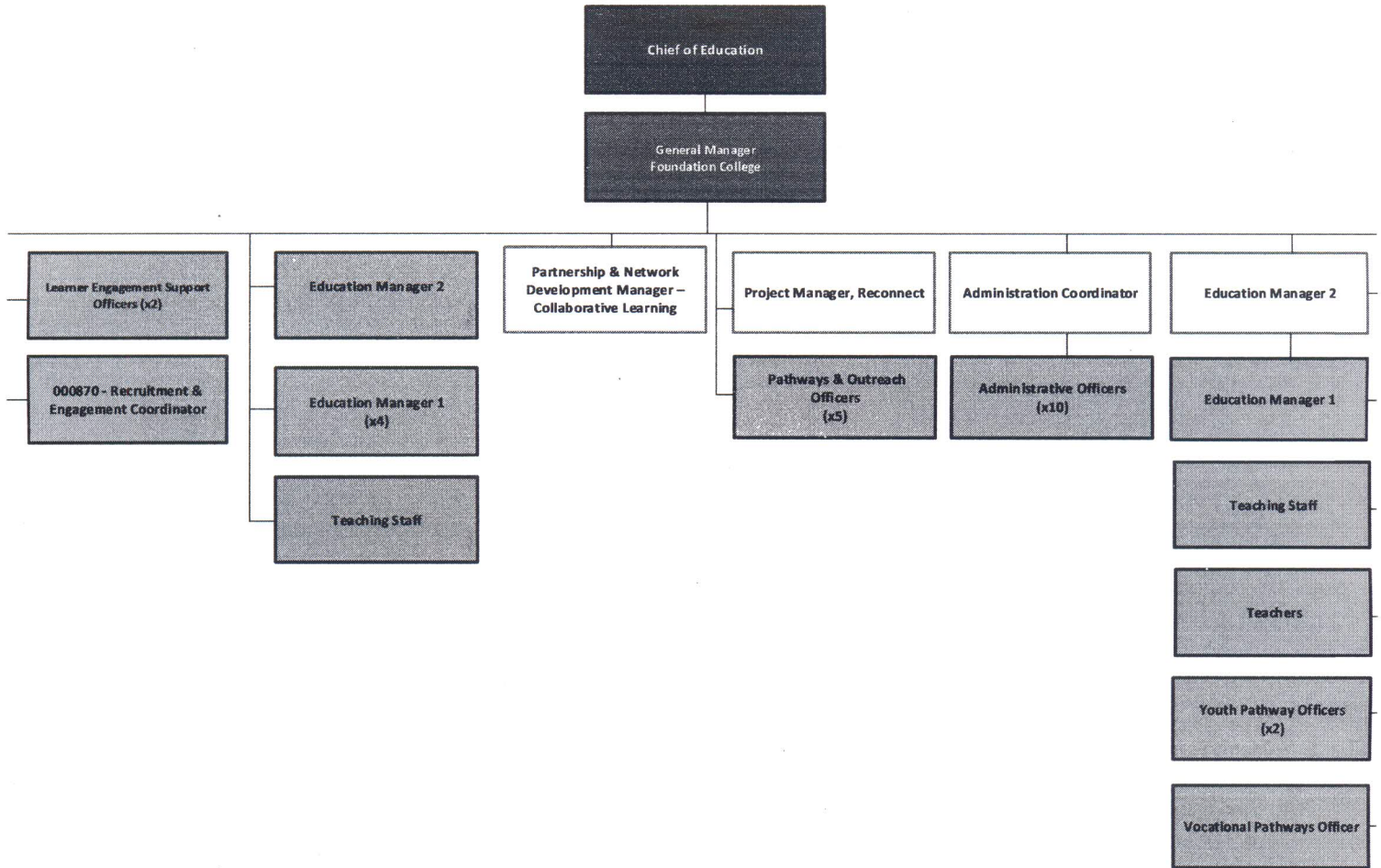
### **Integrity**

- We are forward thinking and have a great reputation. We really want to make a difference
- We are confident and consistent with our practice and a *Partner of Choice*
- We take ownership and responsibility, focusing on the best outcome for the learner and customer

### **Achievement**





- We are encouraged to grow professionally and as a person
- We are driven to improve delivery and we are rewarded and recognized when we do
- We celebrate achievements and congratulate others on their success

ORGANISATION DIAGRAM



## IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

Employees in Australia have entitlements and protections at work, under:

FAIR WORK LAWS	AWARDS	ENTERPRISE AGREEMENTS	EMPLOYMENT CONTRACTS
 <ul style="list-style-type: none"> <li>• minimum entitlements for all employees</li> <li>• includes the National Employment Standards</li> </ul>	 <ul style="list-style-type: none"> <li>• set minimum pay and conditions for an industry or occupation</li> <li>• cover most employees in Australia</li> </ul>	 <ul style="list-style-type: none"> <li>• set minimum pay and conditions for a particular workplace</li> <li>• negotiated and approved through formal process</li> </ul>	 <ul style="list-style-type: none"> <li>• provide additional conditions for an individual employee</li> <li>• can't reduce or remove minimum entitlements</li> </ul>

Find your award at [www.fairwork.gov.au](http://www.fairwork.gov.au). Check if your workplace has an enterprise agreement at [www.fwc.gov.au/agreements](http://www.fwc.gov.au/agreements)

**\$ PAY** Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. **You can't agree to be paid less.** Minimum pay rates are usually updated yearly. Find out what you should get at [www.fairwork.gov.au/minimum-wages](http://www.fairwork.gov.au/minimum-wages)

NATIONAL MINIMUM WAGE FROM 1 JULY 2019	\$19.49/hour full-time or part-time	\$24.36/hour casual	Use our free calculators to check your pay, leave and termination entitlements at: <a href="http://www.fairwork.gov.au/pact">www.fairwork.gov.au/pact</a>
<p><b>This is the adult rate for employees with no award or enterprise agreement.</b> Lower rates may apply to juniors, apprentices and employees with disability.</p>			

## ✓ NATIONAL EMPLOYMENT STANDARDS

These are minimum standards for all employees. Rules and exclusions may apply. **Your award or agreement may provide more.** Find more information on the National Employment Standards at [www.fairwork.gov.au/NES](http://www.fairwork.gov.au/NES)

	Full-time and part-time employees	Casual employees
<b>Annual leave</b>	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
<b>Personal leave*</b> (sick or carer's leave)	✓ 10 days paid leave per year	✗
<b>Carer's leave</b>	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
<b>Compassionate leave</b>	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
<b>Family &amp; domestic violence leave</b>	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
<b>Community service leave</b> • Jury service • Voluntary emergency management activities	✓ 10 days paid leave with make-up pay + unpaid leave as required ✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required ✓ Unpaid leave as required to engage in the activity
<b>Long service leave</b>	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
<b>Parental leave</b> eligible after 12 months employment	✓ 12 months unpaid leave - can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals - can extend up to 24 months with employer's agreement
<b>Maximum hours of work</b>	✓ Full-time employees – 38 hours per week + reasonable additional hours Part-time and casual employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours	
<b>Public holidays</b>	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off. If asked to work you can refuse, if reasonable to do so
<b>Notice of termination</b>	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
<b>Redundancy pay</b> eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗

\*The High Court will hear an appeal of a recent decision on the method of accruing and taking paid personal/carer's leave under the National Employment Standards. This document currently reflects the state of the law as it applies to affected employees, but is subject to any changes at law. For details see [www.fairwork.gov.au/leave/sick-and-carers-leave](http://www.fairwork.gov.au/leave/sick-and-carers-leave)



## IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS



### FLEXIBILITY

After 12 months employment, you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child. Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall. Find out more at:

[www.fairwork.gov.au/flexibility](http://www.fairwork.gov.au/flexibility)

### DID YOU KNOW?

You can create a free My account to save your workplace information in one place at:

[www.fairwork.gov.au/register](http://www.fairwork.gov.au/register)

You can find free online courses to help you start a new job or have difficult conversations at work, visit:

[www.fairwork.gov.au/learning](http://www.fairwork.gov.au/learning)

The **Record My Hours app** makes it quick and easy to record the hours you work. It's free on the App Store and Google Play.



### ENDING EMPLOYMENT

When your employment ends, your final pay should include all **outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay visit:

[www.fairwork.gov.au/ending-employment](http://www.fairwork.gov.au/ending-employment)

If you think your **dismissal was unfair** or unlawful, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

[www.fairwork.gov.au/termination](http://www.fairwork.gov.au/termination)



### PROTECTIONS AT WORK

**All employees have protections at work.** You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You also have protections when temporarily absent from work due to illness or injury, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

[www.fairwork.gov.au/protections](http://www.fairwork.gov.au/protections)



### AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

[www.fwc.gov.au/agreements](http://www.fwc.gov.au/agreements)



### TRANSFER OF BUSINESS

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

[www.fairwork.gov.au/transfer-of-business](http://www.fairwork.gov.au/transfer-of-business)



### RIGHT OF ENTRY

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer. Find out more at:

[www.fwc.gov.au/entry-permits](http://www.fwc.gov.au/entry-permits)

### WHO CAN HELP?

#### FAIR WORK OMBUDSMAN

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- investigates and enforces breaches of workplace laws.

[www.fairwork.gov.au](http://www.fairwork.gov.au) - 13 13 94

#### FAIR WORK COMMISSION

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or 'adverse action' at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

[www.fwc.gov.au](http://www.fwc.gov.au) - 1300 799 675