



**TAFE Teaching
Staff Agreement**

2019

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Part A

1. Title and definitions

- 1.1. The Agreement will be known as the “Federation University Australia TAFE Teaching Staff Agreement 2019.
- 1.2. Words and phrases with a specific meaning are defined in the Dictionary in Schedule 5.

2. Application and parties bound

- 2.1 The Agreement will apply to and be binding upon:
 - a) the Employees; and
 - b) the University; and
 - c) The Australian Education Union.

3. How this Agreement interacts with awards and previous agreements

- 3.1 This Agreement supersedes and replaces any enterprise agreement or other type of workplace agreement that previously applied to the Employees.
- 3.2 This Agreement operates to the exclusion of any award that may otherwise apply to the Employees.
- 3.3 This agreement is not intended to exclude any provision of the National Employment Standards in the FW Act, except to the extent permitted by law. To the extent that a term of this Agreement is inconsistent with section 55 of the FW Act, the term will be read and interpreted so that it is consistent with section 55 of the FW Act.

4. Commencement and nominal expiry

- 4.1 The Agreement will come into operation 7 days after the date of its approval by the Commission and its nominal expiry date is 4 years from the date of the Agreement’s approval. Despite the nominal expiry of the Agreement, it will continue to apply until such time as it is terminated or replaced by another agreement.

5. Negotiating a replacement to this Agreement

- 5.1 Negotiations for a replacement agreement will commence no later than 6 months prior to the nominal expiry date of this Agreement.

6. Explanation of agreement

- 6.1 The terms of this agreement will be explained to all existing employees and to new employees prior to commencement.

Part B

7. Consultation

- 7.1 The parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. To this end, the parties are committed to a cooperative approach to such matters involving joint participation and consultation.

8. Consultation requirements for matters related to the implementation of this Agreement

- 8.1 Within one month of the approval of this Agreement, the University will convene an University Consultative Committee (UCC) that:
 - a) ensures that the Union are afforded the opportunity for discussion and the provision of information in a form and in sufficient time to enable them to be sufficiently informed so as to provide an opportunity for an informed view to influence the University on steps to be taken in the implementation of this Agreement in general or on a single issue(s) basis;
 - b) includes at least two University representatives and at least two Union representatives;
 - c) will meet regularly or as required, within ordinary hours; and
 - d) the University will provide time and resources for the UCC to perform its role.

9. Consultation over major changes and changes to rosters

9.1 This clause applies if the University:

- a) proposes to introduce a major change to program delivery options, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Consultation requirements for major change as described in clause 9.1a)

9.2 For a major change referred to in clause 9.1a):

- a) the University must notify the Relevant Employees and their Union as soon as practicable after the University has developed a change proposal to introduce the major change; and
- b) sub-clauses 9.3 to 9.9.

9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. However, the appointment of a representative must be done within a reasonable time and must not unreasonably delay the consultation process.

9.4 If:

- a) the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - b) the Employee/s advise the University of the identity of the representative;
- the University must recognise the representative.

9.5 The University must:

- a) discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the University is taking to avert or mitigate any adverse effects of the change on the Employees; and
- b) for the purposes of the discussion — provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

9.6 However, the University is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.7 The University must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and their Union.

9.8 If a term of the Agreement provides for a major change to program delivery options, organisation, structure or technology in relation to the enterprise of the University, the requirements set out in sub-clauses 9.1a), 9.3 and 9.5 are taken not to apply.

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

- a) the termination of employment of an Employee or Employees; or
- b) major change to the composition, operation or size of the University's workforce or to the skills required of Employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain Employee(s); or
- f) the need to relocate Employee(s) to another workplace, provided that this does not include instances where an Employee is already contracted to work across multiple workplaces operated by the University; or
- g) the restructuring of jobs.

Consultation requirements for change to regular roster or ordinary hours of work for the purposes of clause 9.1b)

- 9.10 For a change referred to in clause 9.1b the University must notify the Relevant Employees as soon as practicable after a definite decision to introduce the change; and
- b) sub-clauses 9.11 to 9.15 apply.
- 9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. However, the appointment of a representative must be done within a reasonable time and must not unreasonably delay the consultation process.
- 9.12 If:
- a) the Relevant Employee/s appoint a representative for the purposes of consultation; and
- b) the Employee/s advise the University of the identity of the representative;
- the University must recognise the representative.
- 9.13 The University must:
- a) discuss with the Relevant Employees the introduction of the change; and
- b) for the purposes of the discussion – provide to the Relevant Employees:
- (i) all relevant information about the change, including the nature of the change; and
- (ii) information about what the University reasonably believes will be the effects of the change on the Employees; and
- (iii) information about any other matters that the University reasonably believes are likely to affect the Employees; and
- (iv) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the University is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.15 The University must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 9.16 Sub clauses 9.10 to 9.15 are to be read in conjunction with other provisions in the Agreement concerning the scheduling of work and notice requirements.

Step in process	Number of working days in which to perform each step
University advises Employees and relevant Union covered by this Agreement	
Response from Employees or the relevant Union covered by this Agreement	10 days following receipt of written advice from University
Meeting convened (if requested)	5 days following request for meeting
Further University response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Agreement (if applicable)	10 days following receipt of University response
University response to any alternative proposal	10 days following receipt of alternative proposal

10. Dispute resolution

Disputes

- 10.1 Unless otherwise provided for in the Agreement, a dispute about a matter arising under the Agreement, any individual flexibility agreement, or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause.
- 10.2 The University or an Employee may choose to be represented at any stage by a representative, including a University or employee organisation.

Obligations

- 10.3 The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 10.4 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the University of this concern and has not unreasonably failed to comply with a direction by the University to perform other available work that is safe and appropriate for the employee to perform.
- 10.5 No Employee will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

Agreement and dispute settlement facilitation

- 10.6 For the purposes of compliance with this Agreement (including compliance with this dispute procedure) where the chosen Employee representative is another Employee of the University, they must be given reasonable opportunity to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
- a) investigating the circumstances of a dispute or an alleged breach of this agreement or the National Employment Standards;
 - b) endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or
 - c) participating in conciliation, arbitration or agreed alternative dispute resolution process.
- 10.7 Any release from normal duties is subject to the proviso that it does not unduly affect the operations of the University.

Discussion of dispute

- 10.8 The dispute must first be discussed by the aggrieved Employee(s) with their immediate supervisor.
- 10.9 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the University appointed for the purposes of this procedure.

Internal processes

- 10.10 Where disputes arising out of this Agreement or the National Employment Standards are not resolved in accordance with clause 10.2 to 10.9, the dispute will be dealt with by the UCC as established under clause 8 of this Agreement.
- 10.11 The UCC will determine its own procedures to consider the dispute but will be required to report to the University within five working days of being established. This may be a final report or a report that mediation or conciliation processes have been agreed to be undertaken by the parties.
- 10.12 On receiving the report from the UCC, the University will indicate in writing to the UCC and the parties to the dispute whether the recommendations of the UCC have been accepted or not within ten working days of receiving the report.
- 10.13 Where disputes relating to workload are not resolved in accordance with 10.8 or 10.9, the dispute will be dealt with by the UCC. The UCC will examine the workload issues in dispute and make recommendations to the University.
- 10.14 In considering a workload dispute the UCC will consider the following work load allocation principles:
- a) the need for flexibility, equity, consistency, and balance across an organisational unit;
 - b) information provided to all Employees in the organisational unit on the operation of the organisational unit;
 - c) no Employee will be required to make up time, take on additional duties or alter the duties that would normally be undertaken while on approved leave;
 - d) no Employee will be required to work more than 5 consecutive days without having access to 2 consecutive days absence from the workplace unless the Employee requests, and the University agrees, to an alternative arrangement that better suits the Employee's work/life balance;

- e) no Employee will be required to commence work within ten hours of the conclusion of duties undertaken on the previous day;
 - f) annual leave and other leave plans of the Employee will be taken into consideration in the allocation of duties;
 - g) the factors set out in clause 32.12.
- 10.15 If the dispute is not settled through an internal dispute resolution process, a party to the dispute may refer the dispute to the Commission for conciliation and if the matter remains unresolved, arbitration.
- 10.16 If an Employee lodges a dispute characterised as a dispute arising from this Agreement or the National Employment Standards and at approximately the same time lodges a dispute about workload both disputes will be referred to the UCC simultaneously.
- 10.17 The procedures for internal processes will be conducted in a timely manner and be consistent with the following principles:
- a) the rules of natural justice;
 - b) appropriate mediation or conciliation of the dispute is available;
 - c) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

Disputes of a collective character

- 10.18 The parties covered by the Agreement acknowledge that disputes concerning two or more Employees may be dealt with more expeditiously by an early reference to the Commission.
- 10.19 No such dispute may be referred to the Commission by the parties directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission for conciliation.

Conciliation

- 10.20 If a dispute is not settled, the Employee(s) or their representative may apply to the Fair Work Commission to have the dispute dealt with by conciliation.

Arbitration

- 10.21 If the dispute cannot be resolved by conciliation under sub clause 10.21, either party to the dispute may request that the Commission proceeds to determine the dispute by arbitration.
- 10.22 Where a member of the Commission has exercised conciliation powers in relation to the dispute, the member will not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- 10.23 Subject to sub-clause 10.25, the determination of the Commission is binding upon the parties to the dispute.
- 10.24 An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

Conduct of matters before the Commission

- 10.25 Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the Commission may conduct the matter in accordance with Subdivision B of Division 3 of Part 5.1 of the Act.

11. Types of employment

11.1 Full-time employment

- a) A full-time Employee is engaged for 38 ordinary hours per week, plus such reasonable additional hours as may be required from time to time.

11.2 Part-time employment and Pro Rata Application

- b) A part-time Employee is engaged for less than 38 ordinary hours per week, plus such reasonable additional hours as may be required from time to time;
- c) The entitlements in this Agreement apply on a pro rata basis to part-time Employees;
- d) The University must roster a part-time Employee for a minimum of three consecutive hours on each occasion that they work.

12. Modes of employment

12.1 The University acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community. The University will give preference to advertise and fill ongoing forms of employment and fixed term arrangements over the engagement of casual employees in the first instance.

Any positions to be filled by casual employment will be agreed by the UCC in accordance with clause 13.1 and 13.2.

The standard mode of employment for an Employee is ongoing. However some fixed term or casual employment will be necessary.

12.2 The University will normally engage employees on fixed-term contracts in circumstances where:

- a) an Employee is employed for a fixed period of time to replace another Employee who is on leave or otherwise temporarily absent from the position;
- b) a need exists to meet fluctuating client and employment needs and unexpected increased workloads;
- c) an Employee is employed to replace an Employee on parental leave provided that the Employee will be employed for the period of parental leave approved. If the Employee on parental leave returns to duty in accordance with section 77 (reduction of parental leave by agreement), 77A (pregnancy ends (other than by birth of a living child) or child dies) or 78 (Employee ceases to have responsibility for care of child) of the FW Act, the replacement Employee's employment may cease prior to the expiration of the contract provided that 6 weeks' notice of termination is given by the University to the Employee;
- d) an Employee is employed for a fixed period of time for the predominant purpose to undertake a specific program or project for which funding has been made available for a specified purpose and period of time, and where such funding is in addition or alternative to funding for the continuing program, provided that the Employee is employed to the end date of the funding;
- e) the University can demonstrate that should a person not be employed fixed term an excess staffing situation will arise;
- f) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
- g) any other reason specifically agreed by the University and the Union.

12.3 A teacher may only be employed on a casual basis where the work to be performed is of an irregular nature or for a short period of time.

12.4 For the purposes of clause 12.3, 'a short period of time' means:

- a) the purpose of the casual employment is to replace a teacher on approved leave, for up to 30 days. A casual teacher in this circumstance may be required to take the full allocation of teaching duties of the teacher being replaced; or
- b) the work to be performed does not exceed 8 hours per week or, by mutual consent, up to a maximum of 21 hours in any 1 week, to a maximum of 480 hours per year providing that the maximum of 21 hours per week or 480 hours per year may be exceeded after referral to and approval from the UCC.

12.5 A casual teacher shall be paid the appropriate rate as set out in Schedule 1. The teaching duty hour rate is inclusive of preparation and correction.

12.6 Where employment begins as casual employment but becomes characterised as being regular and systematic and the parties have a mutual expectation of continuing future employment, then such an employee will be entitled to convert to non-casual employment in accordance with clause 13 of this Agreement.

12.7 Subject to the terms of this Agreement, a casual Employee's periods of regular and systematic employment will count as continuous service for all purposes other than annual leave and personal leave.

12.8 When requested to do so the University will provide the Employee and the Union with relevant information as to why the position is a fixed term contract or casual.

12.9 The University must roster a casual Employee for a minimum of three consecutive hours on each occasion they work.

12.10 Casual employees are not entitled to the following benefits under the Agreement:

- a) notice of termination;
- b) redundancy pay;
- c) annual leave;
- d) paid personal/carer's leave;
- e) paid compassionate leave;
- f) paid parental leave;
- g) unpaid parental leave, unless they are an Eligible Casual Employee;
- h) payment for absence on public holidays; and
- i) penalty rates, unless specifically provided for in this Agreement.

13. Conversion

13.1 The University will conduct a review of fixed term and casual Employees in April of each year or such other time as agreed by the University and the Union:

- a) to identify those Employees who are eligible for conversion;
- b) to identify suitable ongoing positions; and
- c) offer ongoing employment to eligible employees where a suitable ongoing position is available.

13.2 The outcome of the review, including the aggregated data collected under sub-clause 13.1 will be provided to the Union and tabled at the UCC.

13.3 An Eligible Employee for the purpose of conversion is a fixed term or casual employee employed continuously for 12 months.

13.4 An Employee must not be engaged and re-engaged nor have hours reduced in order to avoid any obligation under this clause.

13.5 Nothing in this clause prevents:

- a) the University offering ongoing employment to fixed term or casual employees at any time;
- b) an eligible Employee making an application for conversion at any time.

13.6 Application for conversion

- a) An eligible casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
 - i) A casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment will become eligible to have their employment converted to full-time employment.
 - ii) A casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment will be eligible to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- b) Any request under this subclause must be in writing and provided to the University.
- c) Where a casual employee seeks to convert to full-time or part-time employment, the University may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- d) Reasonable grounds for refusal include that:
 - i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a casual employee as defined in paragraph (b);

- ii) it is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 12 months;
 - iii) it is known or reasonably foreseeable that the hours of work which the casual employee is required to perform will be significantly reduced in the next 12 months; or
 - iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- e) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - f) Where the University refuses a casual employee's request to convert, the University must provide the casual employee with the University's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the University's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the employee or the University may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
 - g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the University and employee must discuss and record in writing:
 - i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.2 apply.
 - h) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the University.
 - j) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
 - k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment.
 - l) Nothing in this clause requires the University to increase the hours of a casual employee seeking conversion to full-time or part-time employment.
 - m) The University must provide a casual employee with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at the date of this Agreement coming into effect, the University must provide such employees with a copy of the provisions of this subclause within 3 months of the operative date of this Agreement.
 - n) A casual employee's right to request to convert is not affected if the University fails to comply with the notice requirements in paragraph (m).

14. Information that must be included in employee's contract of employment

- 14.1 On appointment the University shall provide employees with a letter of appointment which stipulates the type of employment and contains the following information:
- a) the date employment is to commence;
 - b) the date employment is to cease (where applicable);
 - c) the classification and rate of pay to be received by the employee;
 - d) the hours of duty and time/s of attendance of the employee including the time-fraction to be worked;
 - e) the other main terms and conditions of employment applicable to the employee including the identity of the University, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;

- f) for a fixed-term employee, the reasons for the fixed-term contract of employment;
- g) for casual employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

15. Changes to contract of employment

- 15.1 An Employee may apply to the University for a temporary adjustment of their position time fraction. The University may agree for a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the teacher's reasons and the operational requirements of the Institute. Reversion to the prior time-fraction will occur at the conclusion of the temporary adjustment unless otherwise agreed between the teacher and the University.
- 15.2 An Employee appointed specifically to replace an Employee on leave or other approved release will perform the full range of duties, including the face to face teaching load, which would have been performed by the Employee being replaced.
- 15.3 Where an Employee is appointed for a period of less than the full year or on a specific project the maximum teaching duty hours that can be delivered is: Number of weeks of appointment x 21 hours per week. The University will bring such cases to the attention of the UCC prior to the appointment of the Employee.
- 15.4 For the purposes of a teaching load an Employee whose services are terminated at the Employee's initiative or for just cause prior to the end of a full teaching year will be deemed to have taught the whole of the year.

16. Secure employment

- 16.1 The parties acknowledge the positive impact that secure employment has on Employees and the provision of quality services.
- 16.2 To this end the parties are committed to direct employment as the preferred form of engagement but recognise that the use of contractors may be necessary from time to time. Independent contractors and third party providers will not be used by the University to avoid its responsibilities and obligations under this agreement.

17. Occupational health and safety

- 17.1 The University is required to provide and maintain, so far as is practicable a working environment that is safe and without risks to health and an Employee, while at work, must take reasonable care for their own health and safety and for the health and safety of anyone else who may be affected by their acts or omissions at the workplace.
- 17.2 The University acknowledges its obligations under Occupational Health and Safety legislation, regulations, codes of practice and guidelines.

18. Rates of pay

- 18.1 The University must pay an Employee at least the minimum rate of pay set out in Schedule 1 based on the Employee's classification set out in Schedule 2 and mode of employment.
- 18.2 The operative date of the first pay increase under this Agreement is the pay period commencing 9 December 2018.
- 18.3 An Employee who is entitled to payment of an overtime rate set out in clause 29.1 and an excess teaching duty hour penalty set out in clause 33.1 in respect of the same hour will be paid whichever rate is higher.

19. Commencing salary

- 19.1 The commencing salary of an Employee will be determined by the University in accordance with Schedule 1. For the avoidance of doubt, this will not prevent the University from paying a higher salary than is required by this Agreement.

20. Incremental Progression

- 20.1 Subject to this clause, within the rates specified in Schedule 1, Employees will proceed by annual increment from the minimum to the maximum of the sub-divisional range appropriate to their classification level on the anniversary of their date of appointment subject to the following:

- a) Progression beyond the second incremental point of the classification level set out in Schedule 1. (L1.2) is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 5;
- b) Progression beyond the fifth incremental point of the classification level set out in Schedule 1. (L2.3) is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 6 or above; and
- c) The Employee achieves a satisfactory outcome of their annual performance and development review.

20.2 The annual review of an Employee's performance must be conducted as part of a Performance and Development system established in accordance with the policy of the Institute and conforming to the following principles:

- a) Each Employee will have an agreed performance and development plan. In the absence of an agreed plan the employee's performance will be assessed against demonstrated achievement against Institute priorities;
- b) Confidentiality provisions will be identified and agreed;
- c) Managers and Employees taking part in a performance and development process will be provided with appropriate support, resources, training and development, to ensure commitment and full participation; and
- d) Equal opportunity will be an integral part of planning, implementation and review of a performance and development process.

20.3 The Institute policy in relation to performance and development will only be varied following consultation with and agreement of the UCC.

20.4 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:

- a) the University has counselled the Employee and explained clearly:
 - (i) the requirements that are expected;
 - (ii) how the Employee has failed to fulfil these requirements; and
 - (iii) the consequences of continued or repeated failure to meet these requirements.
- b) The University has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.

20.5 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.

20.6 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

21. Superannuation

21.1 Superannuation legislation

- a) The University must make superannuation contributions to an Employee's nominated superannuation fund in accordance with its minimum obligations under superannuation legislation, which currently requires a contribution of 9.5% of an Employee's ordinary time earnings.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 Voluntary Employee contributions

- a) Subject to the rules of the relevant superannuation fund, an Employee may, in writing, authorise the University to pay a specified amount from their post-taxation wages into the same superannuation fund as the University makes the superannuation contributions provided for in subclause 21.1.

- b) An Employee may adjust the amount the Employee has authorised their University to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their University.
- c) The University must pay the amount authorised by the Employee pursuant to this clause no later than 28 days after the end of the month in which the amount is deducted from the Employee's wages.

21.3 Superannuation fund

- a) Unless, to comply with superannuation legislation, the University is required to make the superannuation contributions to another superannuation fund that is chosen by the Employee, the University must make the superannuation contributions to one of the following superannuation funds or its successor:
 - (i) Australian Super;
 - (ii) Statewide Superannuation Trust;
 - (iii) UniSuper Limited;
 - (iv) VicSuper;
 - (v) any superannuation fund to which the University was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
 - (vi) a superannuation fund or scheme of which the Employee is a defined benefit member.

22. Salary packaging

- 22.1 Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation legislation and University policy in lieu of salary provided their salary as specified in Schedule 1 will be used for calculating all benefits or entitlements upon cessation of employment.

23. Higher duties allowance

- 23.1 Where an employee is required to perform the duties of a promotional position such as a Senior Educator Level for which the remuneration is higher than that of the employee for a period longer than one week, they shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed.
- 23.2 The level of allowance/payment will be calculated on the first increment of the higher position.
- 23.3 An employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause, shall continue to be paid such an allowance if the allowance would have been paid but for the granting of leave. Such leave shall count as service for incremental progression.

24. Leave and make-up pay to incapacitated employees

- 24.1 An employee who suffers injury causing partial or total incapacity for work, who receives compensation in respect of such incapacity pursuant to the Workers' Compensation Act 1958 and/or the Accident Compensation Act, shall be granted leave and shall be paid make-up pay by the University in accordance with sub-clause 24.2 below.
- 24.2 Leave and make-up pay shall not exceed a continuous period of fifty-two (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one injury. The amount of make-up pay shall be the difference between the amount of weekly compensation received by the employee and the pre-injury average weekly earnings of the employee. An employee who receives workers' compensation leave will have any personal leave credits that were used during the period of the injury re-credited.
- 24.3 An employee who recovers damages in respect of the injury for which the employee has received make-up pay shall repay this make-up pay to the University provided that the damages so recovered include a sum appropriated to the loss of income for which make up pay was paid.
- 24.4 An employee who has suffered injury causing total or partial incapacity for work will be entitled, upon returning to full duty at the University, to occupy an office equivalent to that occupied by the employee immediately prior to the occurrence of the injury.

24.5 Once the defined period of make-up pay referred to above ceases and while an employee remains on workers' compensation (WorkCover), any entitlement to further leave accrual in respect of recreation leave, personal leave or long service leave ceases.

25. Reimbursement of expenses

25.1 An Employee will be entitled to reasonable out-of-pocket expenses actually and necessarily incurred in the course of the Employee's authorised duties subject to the following conditions:

- a) the activity and the expenses must be approved in advance by the University and, when required by the University, receipts validating the expenditure are to be supplied;
- b) the amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office (ATO) as adjusted from time to time; and
- c) where the expense exceeds the relevant ATO amount the University is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense.

25.2 Allowable expenses are:

- a) travel, accommodation, meals and incidental expenses associated with overnight absences from home or part day activities, including professional development, away from the workplace;
- b) expenses incurred in the use of the Employee's private motor vehicle provided that, in situations where the University has offered the Employee the use of reasonable alternative transport and the Employee refuses that offer, the Employee will be reimbursed the cost of the reasonable alternative transport; and
- c) any other expenses incurred in the course of the Employee's employment that have the prior approval of the University.

26. Commencement

The provisions in this Part will operate from 1 January 2019. Employees will remain subject to the arrangements that applied, or would have applied (in the case of new Employees), to their employment that existed immediately prior to the commencement of this Agreement until 1 January 2019.

27. Ordinary weekly hours of work

27.1 The ordinary hours of work are 38 hours per week and 8 hours per day within the span of hours in clause 28.

27.2 Duties will be allocated for periods of not less than four weeks (the **roster period**). An Employee's attendance pattern within the roster period may only be varied with the agreement of the teacher concerned. Allocation of duties will be made no less than two weeks prior to the commencement of each roster period.

27.3 The provisions of sub-clause 27.2 will not apply to the first four weeks of a teaching program in the first semester of the year. Where a new teaching program is to commence in second semester the provisions of sub-clause 27.2 will not apply to the first four weeks of the second semester for that program.

27.4 Where the University cancels classes, two weeks' notice of cancellation will be provided to the Employee. Where two weeks' notice is not given, hours allocated for classes cancelled by the University will be deemed to have been taught.

27.5 Subject to the provisions of the Agreement, the University may, from time to time, request an Employee to teach for more than 21 hours in a week and the Employee will not unreasonably refuse the University's request.

27.6 Any request under clause 27.5 above must not result in more than an average of 21 hours of teaching per week over 21 teaching weeks.

27.7 The University will not roster an Employee to work:

- a) If it results in the Employee having less than 10 hours break between finishing and commencing work;
- b) In broken periods; or
- c) On more than 5 days in a week.

28. Span of ordinary hours

- 28.1 Subject to clause 28.3, ordinary hours of work may be worked between the hours of 6:00am to 10:00pm Monday to Friday and 9:00am to 5:00pm Saturday.
- 28.2 An Employee who has special circumstances such as caring for family member(s) may request that the University allow the Employee to commence or finish duties at times of the day that are suitable to the special circumstances. The University will not unreasonably refuse such a request. Any changes to the commencement or finishing times of an Employee will be recorded in writing and a copy provided to the Employee and held by the University.
- 28.3 If an Employee is allocated teaching duties during the following periods (**Unsociable Hours**):
- 6:00am to 7:00am, Monday to Friday;
 - 8:00pm to 10:00pm, Monday to Friday;
 - 9:00am to 5:00pm on Saturday,
- the University will credit the Employee with having worked 1.25 teaching delivery hour for every hour (or part thereof) worked by the Employee during the Unsociable Hours.
- 28.4 Prior to allocating teaching duties during Unsociable Hours, the University will seek volunteers. If the University has insufficient volunteers to work the required Unsociable Hours, the University may allocate Unsociable Hours to an Employee in their work plan, provided that the University distributes the teaching hours equitably across a program area and takes into account any family or carer responsibilities that an Employee may have.

29. Overtime

- 29.1 Overtime means the hours worked at the direction of the University, which are in addition to the Employee's ordinary hours of duty as contained in the annual work plan described in clause 32 (up to a maximum of 1748 ordinary hours of allocated duties) and clause 27.1, or outside the span of ordinary hours of work in clause 28.1.
- 29.2 The University may require an Employee to work reasonable overtime at overtime rates and an Employee will not unreasonably refuse to work the overtime.
- 29.3 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours that are unreasonable.
- 29.4 In determining whether the University's request is reasonable or an Employee's refusal is unreasonable the principles of the criteria outlined below will be considered:
- Any risk to the Employee's health and safety from working the overtime;
 - The Employee's personal circumstances, including family responsibilities;
 - The needs of the University;
 - The notice (if any) given by the University for the Employee to work the overtime;
 - The notice (if any) given by the Employee of the intention to refuse to work overtime;
 - The usual patterns of work at the University;
 - The nature of the Employee's role and level of responsibility;
 - Any other relevant matter.
- 29.5 Employees will be paid at the following rates in the following circumstances:

Circumstance	Rate (% of the Ordinary Hourly Rate)
Monday to Saturday	150% for the first two hours; 200% thereafter
Sunday	200% for all hours
Work performed on a public holiday or substitute day	250% for all hours

30. Meal breaks

- 30.1 Employees shall not be required to work for more than five hours without being allowed a meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one hour. Employees shall not be required to attend during meal breaks.

30.2 Employees shall be entitled to take their lunch break between the hours of 12:00 midday and 2:00pm and shall be entitled to take an evening meal break between the hours of 5:00pm and 7:00pm

31. Attendance

31.1 Subject to clause 31.2 and clause 31.3, Employees classified as Teachers are required to attend their work location for up to 30 hours per week for up to 42 weeks per year. Agreement between the University and the Employee is required for attendance beyond these limits. The University may only seek such agreement after an Employee has been employed and then only after providing reasonable time for the Employee to gain advice and make an informed decision.

31.2 For up to 5 days a year, the University may request that an Employee attend their work location when an Employee was not otherwise required to attend for the following purposes:

- a) Attending professional development provided by the University to Employees; or
- b) In order to assist the University with compliance duties in the event that a regulator requires an audit to be conducted urgently, provided that the University provides at least 48 hours' notice.

31.3 An Employee may only refuse the University's request made under clause 31.2 if their refusal is reasonable.

31.4 Where an Employee is required to attend their work location as contemplated under clause 31.2, the Employee's attendance required under clause 31.1 is reduced by an equivalent number of days.

31.5 Employees classified as Education Managers or Senior Educators who do not have a teaching load are required to attend the workplace up to 38 hours per week and up to 52 weeks per year (other than those Employees who were classified as "Senior Educators" in or prior to 2002). Education Managers and Senior Educators who have teaching duties are entitled to the benefit of clause 31.1 on a pro rata basis based on the proportion of their teaching loads.

32. Allocation of duties and associated hours

32.1 Within a calendar year, Employees are accountable for 1748 hours of teaching and other duties.

32.3 Employees should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to an Employee should, as far as practicable, provide for an equitable distribution of work across all Employees.

32.3 Duties and associated hours will be allocated in an annual work plan which is:

- a) Determined by consultation and agreement in writing between the University and the Employee;
- b) Inclusive of annual leave to be taken within the period of the annual work plan with addition to or subtraction from accountable hours where the period of leave to be taken is less than or more than 20 days;
- c) Varied as agreed and signed off accordingly;
- d) Within the parameters of this Agreement;
- e) Finalised by 1 March of the year to which it applies.

32.4 To inform the preparation of the work plan, the University will provide each Employee with relevant information including:

- a) The Institute's and the work area's overall strategic priorities;
- b) Anticipated student enrolments in the Employee's program area;
- c) Any anticipated changes in program delivery, including new programs.

32.5 Employee work is made up of various components that fall within 2 categories:

- a) Teaching duties directly related to the teaching and learning program of the employee's students and or classes to an annual maximum of 1200 hours of:
 - (i) Teaching delivery face to face, online or by other means; and supervision of students to a maximum of 800 hours annually;
 - (ii) Preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.

For each hour of teaching that an Employee is allocated under clause 32.5a(i), the Employee, will be allocated half an hour for the purpose of sub-clauses 32.5(a)(ii).

Note that the annual cap under this clause is subject to reduction through credits accrued under clause 28. (Teaching Unsociable Hours).

- b) Teaching related duties:
 - (i) Institute and regulator compliance;
 - (ii) Industry and community engagement;
 - (iii) Planning and curriculum development;
 - (iv) Maintaining teaching and vocational currency;
 - (v) Program related applied research and innovation,
 - (vi) Other duties including relevant travel and meetings.

32.6 An agreed work plan may be varied at any time by agreement of the employee and University.

32.7 The allocation of work must not provide for more than an average of 21 hours of teaching delivery per week over each 21-week teaching period.

32.8 In agreeing to the work plan, the University and Employee must consider the following factors as they apply to each type of work outlined in clauses 32.5:

- (i) the equitable distribution of work within the program area;
- (ii) the relative importance of the various types of work to be undertaken;
- (iii) the time required to do the work;
- (iv) the range and frequency of the tasks to be performed;
- (v) the classification, qualifications, training and experience of the Employee;
- (vi) the work required under clause 32.5 (a)(ii).

32.9 Senior Educators and Education Managers who are engaged under this Agreement and are not required to teach are entitled to an agreed work plan.

32.10 Where the University and Employee cannot complete an agreed work plan under clause 32.3 a default work plan will be set by the University that conforms to the following:

- a) Duties directly related to the teaching and learning program of the employee's students and or classes to an annual maximum of 1200 hours of:
 - (i) Teaching delivery face to face, online or by other means; and supervision of students to a maximum of 800 hours annually;
 - (ii) Preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.

For each hour of teaching that an Employee is allocated under clause 32.10(a)(i), the Employee, the Employee will be allocated half an hour for the purpose of sub-clauses 32.10(a)(ii).

- b) Teaching related duties:
 - (i) Institute and regulator compliance;
 - (ii) Industry and community engagement;
 - (iii) Planning and curriculum development;
 - (iv) Maintaining teaching and vocational currency;
 - (v) Program related applied research and innovation,
 - (vi) Support of student learning that is necessary to meet regulatory requirements and learning outcomes.
- c) Other duties including relevant travel and meetings to a maximum of 160 hours (other than Senior Educators and Education Managers).

32.11 Under clause 32.10(a)(i) the allocation of teaching delivery hours must not provide for more than 21 hours per week, except by consultation and agreement between the University and Employee, when teaching delivery may be allocated provided that there is not more than an average of 21 teaching delivery hours per week over 21 teaching weeks.

- 32.12 Under subclause 32.10, the University will demonstrate in writing through the Employee's work plan that the following elements have been considered in allocating the Employee's work:
- a) The experience of the Employee and their teaching and vocational developmental needs;
 - b) The number, level and timing of programs in which the Employee teaches and their preparation requirements;
 - c) The nature of the student cohort(s);
 - d) The stakeholder consultation and travel requirements of the work; and
 - e) The administrative requirements of the work.
- 32.13. An employee will have access to a work load review process provided in clause 10.15 to clause 10.20.
- 32.14 Where an Employee takes approved leave (other than up to 4 weeks of annual leave in a year), the duties allocated to the employee during the Employee's leave will be deemed to have been done.
- 33. Excess teaching duty hours**
- 33.1 An Employee will be paid for excess teaching duty hours in accordance with this clause.
- 33.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the Employee concerned provided that an Employee will not unreasonably refuse the University's request to perform excess teaching duties. In determining whether the University's request is reasonable or an Employee's refusal is unreasonable, the criteria outlined below will be considered:
- a) any risk to the Employee's health and safety from working the additional hours;
 - b) the Employee's personal circumstances, including family responsibilities;
 - c) the needs of the workplace or enterprise in which the Employee is employed;
 - d) whether the Employee is entitled to receive excess teaching duty hours payments,
 - e) penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - f) the notice (if any) given by the University of any request or requirement to work the additional hours;
 - g) the notice (if any) given by the Employee of their intention to refuse to work the additional hours;
 - h) the usual patterns of work performed by the University's Employees;
 - i) the nature of the Employee's role, and their level of responsibility;
 - j) any other relevant matter.
- 33.3 Excess teaching duty hours occur as follows:
- a) where the teacher performs teaching duties in excess of the limit in the roster allocated by the University in accordance with clauses 32.7 or 32.11 of this Agreement; or
 - b) where the Employee performs teaching duties in excess of 800 hours per annum.
- 33.4 Excess teaching duties occurring under clause 33.3 above and paid in accordance with this Agreement will not be counted towards the annual teaching load.
- 33.5 The following rates will be paid for excess teaching hours:
- a) Where the excess teaching duty occurs within the 38 hours of duty within the span of ordinary hours, at an amount of the rate of 50% of the ordinary hourly rate;
 - b) Where the excess teaching duty occurs outside the span of ordinary hours or in excess of 38 hours in a week within the span of ordinary hours, at the rate overtime rates set out in clause 29.5.
- 33.6 For each hour of teaching that an Employee performs as an excess teaching duty, the Employee will be allocated half an hour for the purpose of sub-clauses 32.5a)(ii) and 32.10a)(ii) (as the case may be). An Employee may agree to utilise all or part their allocations that would otherwise be applied under clauses 32.5a)(ii) and 32.10a)(ii) (as the case may be) for other duties if they wish to do so.
- 33.7 An Employee must not perform in excess of 150 excess teaching duty hours in a year.

34. Annual leave

- 34.1 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.
- 34.2 For each year of service with the University an employee is entitled to four weeks of paid annual leave, or a pro-rata amount for any period of service which is less than a year.
- 34.3 Annual leave shall be taken within 15 months of being accrued unless otherwise agreed by the employee and the University.
- 34.4 Annual leave, including leave taken in excess of the leave credits accrued, shall be taken at a mutually agreeable time having regard to the operation of the University, provided that a request for leave including a request for leave of four weeks duration or for single day absences not exceeding, in aggregate, 10 days per annum, shall not be unreasonably refused.
- 34.5 Annual leave not taken in accordance with this clause shall be paid in full to the employee upon expiration of the employee's employment.
- 34.6 Notwithstanding other provisions of this clause, if an employee's employment is terminated and that employee has taken more paid annual leave than would have been accrued at the rate of 20 working days per year, the University may recoup the amount of paid annual leave in excess of the leave accrued.

Direction to take excess annual leave

- 34.7 An Employee has an Excessive Leave Accrual if the Employee has accrued more than 30 days (6 weeks for a full time Employee) annual leave.
- 34.8 If an Employee has an Excessive Leave Accrual, the University will notify the Employee of the Excessive Leave Accrual and request a plan be developed in consultation with the relevant University representative that will reduce the leave to a balance of 20 days (4 weeks for a full time Employee) at the end of the period of the plan
- 34.9 If a plan is unable to be developed and agreed upon the University may direct the Employee to take a period of leave that will reduce the Employee's leave balance to 20 days. The University must provide the Employee with at least 8 weeks' notice of when the leave is to commence.

Annual leave upon termination of employment

- 34.10 Where an employee resigns or retires or is dismissed or otherwise terminated from employment, the employee will receive payment in lieu of annual leave accrued but not taken.

Sick leave and annual leave

- 34.11 Where an employee with accrued sick leave credits is ill whilst absent on annual leave, the employee shall, provided that a certificate from a registered health practitioner is submitted for the period of illness, be placed on sick leave and no deduction will be made from annual leave credits for the day(s) in question. If it is not reasonably practicable for the employee to provide the University with a medical certificate from a registered health practitioner, the employee may provide a statutory declaration.
- 34.12 Where a public holiday occurs during the period of annual leave and such holiday is observed by the University, no deduction will be made for that day from the employee's annual leave.

35. Annual leave loading

- 35.1 An annual leave loading of 17.5% of four weeks ordinary time earnings will be paid to full-time employees.
- 35.2 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.
- 35.3 The loading shall be paid in December each year, or such other date as may be agreed by the UCC, in respect of the calendar year 1 December to 30 November.
- 35.4 Upon termination of employment with the University an employee will be paid the annual leave loading on a pro-rata basis.

36. Personal/carer's leave

- 36.1 For the purposes of this clause "immediate family" includes spouse, former spouse of the employee and child or an adult child (including and adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse or former spouse of the teacher.

- 36.2 An employee (other than a casual employee) is entitled to personal/carer's leave on full pay at the rate of fifteen working days for each completed year of service from the date of appointment. Such leave will be credited twelve months in advance and for University purposes, personal/carer's leave will be recorded in hours, not days. The annual personal/carer's leave entitlement for full-time employees is 114.0 hours. One day's absence on personal/carer's leave for full-time employees will mean a deduction of 7.6 hours from the personal leave entitlement. Part-time employees are entitled to fifteen days personal/carer's leave but at the equivalent pro rata number of hours. However, in the first year of appointment:
- 36.3 A full-time employee appointed on a continuing basis or on a fixed-term contract for a period of twenty-four months or more will be credited on appointment with the equivalent of two years entitlement to cover the first two years of service. Part-time employees will have a pro rata entitlement;
- 36.4 An employee appointed on a fixed-term contract for a period of less than twenty-four months will be credited on appointment with the amount of leave that would accrue during the period of contract.
- 36.5 Personal leave will accumulate during periods of continuous service (pro rata for part-time employees) if not taken but any personal leave accumulated entitlements will not be paid out on termination of employment.
- 36.6 An employee may take personal/carer's leave for any of the following absences:
- where the employee, or an immediate family member, is unfit for work due to personal illness or injury;
 - to attend an appointment with a registered health practitioner;
 - where a supervisor is of the opinion that a problem is adversely affecting an employee's work performance, such as stress, alcohol or drug dependence, or compulsive gambling, personal leave may be granted to attend an approved rehabilitation program.
 - where a supervisor is of the opinion that a problem is adversely affecting an employee's work performance, such as marriage/family matters, personal leave may be granted to attend to such matters.
- 36.7 An employee must give the University notice of the taking of leave under this clause. The notice:
- must be given to the University as soon as practicable (which may be a time after the leave has started); and
 - must advise the University of the period, or expected period, of the leave.
- 36.8 For any period of absence on paid personal/carer's leave in excess of three consecutive working days, or in excess of six aggregate working days in any year of service, the employee will, as soon as reasonably practicable, furnish a medical certificate from a registered health practitioner. If it is not reasonably practicable for the employee to provide such a medical certificate, the employee must provide a statutory declaration.
- 36.9 In other certain circumstances, such as taking a child or elderly parent to a medical appointment, and involving an absence of less than three hours, an employee may seek prior approval from their relevant supervisor to make up the difference in working hours within a week of the absence, or take the time off in lieu of previous additional hours worked.
- 36.10 Where an employee does not produce a medical certificate or statutory declaration as requested by this Clause, the absence shall not be granted as paid personal/carer's leave but shall be granted as leave without pay (unless the employee could not comply with the requirement because of circumstances beyond the employee's control). Provided that such absence without a medical certificate may be deducted from the employee's annual leave at the employee's request.
- 36.11 General conditions relating to the application and approval of personal leave:
- an application for personal/carer's leave or utilising Employee Self Service **(or its replacement)** must be submitted to the relevant supervisor delegated for leave approval;
 - an employee should endeavour to provide as much notice as possible of the requested leave. If it is not possible for the employee to give prior notice, the employee will notify the supervisor of such absence at the earliest opportunity (by telephone, e-mail, etc.);
 - the Employee Self Service request for personal/carer's leave must outline the reason for the requested leave and the estimated length of absence;

- 36.12 Where a Public Holiday observed by the University falls during a period of personal leave, no deduction will be made from the personal leave credits of the employee for that day.
- 36.13 Where a period of personal illness or injury sustained by the employee occurs during annual leave or long-service leave and the University receives a medical certificate from a registered health practitioner (or, if it is not reasonably practicable for the staff member to provide such a medical certificate, a statutory declaration made by the staff member) stating that the staff member was unable to attend work or was unfit for duty during that period, the absence shall be counted as personal leave, and that period of annual leave or long-service leave shall be re-credited to the staff member.
- 36.14 Where an employee is continuously absent from duty because of illness beyond a period of six weeks, the employee shall not be permitted to return to duty until a registered medical practitioner approved by the University certifies fitness to return to duty. Where the University has directed their registered medical practitioner to be consulted for these purposes, the medical accounts will be paid for by the University.
- 36.15 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required by a medical practitioner to remain in isolation due to contact with a person suffering from a notifiable infectious disease, will be granted isolation leave on full pay for the required period and no deduction will be made from personal leave credits.

36.16 Recognition of prior service

For all TAFE Teachers commencing employment with the University on or after the date of certification of this agreement, the University will recognise prior service for the purposes of sick leave credits only as follows:

- a) With other publicly-funded Australian Universities and TAFE Colleges/Institutes;
- b) With privately-funded Universities whose Chief Executive Officer is a member of Universities Australia; and
- c) With any Victorian Public State Secondary or Primary School

37. Compassionate leave

- 37.1 An employee (other than a casual employee) is entitled to a period of up to three days of paid compassionate leave for each occasion:
- a) to spend time with a member of employee's immediate family or household who contracts or develops a personal illness or sustains a personal injury that poses a serious threat to that person's life; or
 - b) after the death of a member of the employee's immediate family or household.
- 37.2 An employee may add to the entitlement under this clause by utilising other forms of paid or unpaid leave.
- 37.3 In order to be entitled to compassionate leave, the employee must provide to the University any evidence that the University reasonably requires of the illness, injury or death.
- 37.4 A casual employee is entitled to the provisions of this clause excepting that all compassionate leave taken shall be unpaid.

38. Parental leave

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months' service	Up to 14 weeks	Up to 38 weeks	Up to 52 weeks
Less than 12 months' service	Nil	Up to 52 weeks	Up to 52 weeks
Eligible Casual Employee	Nil	Up to 52 weeks	Up to 52 weeks
Secondary Caregiver			
More than 12 months' service	Up to 2 weeks	Up to 50 weeks	Up to 52 weeks
Less than 12 months' service	Nil	Up to 52 weeks	Up to 52 weeks
Eligible Casual Employee	Nil	Up to 52 weeks	Up to 52 weeks

- 38.1 The aims of this Clause are to enhance further the ability of University employees to balance their work and non-work commitments, and to attract and retain female employees.
- 38.2 Parental leave is leave associated with the birth, adoption or permanent care of a child.
- 38.3 For the purposes of this clause, “eligible casual employee” means a casual employee employed by the University on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

Maternity leave

- 38.4 The provisions of this sub-clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.
- 38.5 An employee who becomes pregnant is entitled to a period of up to fifty-two weeks maternity leave. Such leave will be taken within the period from twenty weeks before the expected date of delivery to fifty-two weeks after the commencement of the period of paid leave.

Adoption leave and permanent care leave

- 38.6 The provisions of this sub-clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.
- 38.7 An employee who adopts a child or becomes the permanent carer of a child is entitled to a period of up to fifty-two weeks of adoption leave or permanent care leave, commencing from the date of placement of the child.
- 38.8 Adoption leave may not be accessed for a child who has been living with the partner (including same-sex partner) of an employee prior to the employee adopting the child, and can only be accessed when the employee becomes the legal parent of the child and is the primary care-giver (i.e. the employee (parent) has dedicated responsibility for the day-to-day care of the child).

Conditions for maternity, adoption leave and permanent care leave

- 38.9 Where the employee (other than a casual employee) has completed twelve months service at the time the leave is to begin, fourteen weeks of this maternity, adoption or permanent care leave will be on full pay.
- 38.10 For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.
- 38.11 An employee may elect to take the paid maternity, adoption, or permanent care leave entitlement at half pay. All leave accruals and superannuation contributions during the period of paid maternity, adoption or permanent care leave at half pay will be calculated on a pro rata basis.
- 38.12 In addition to the period of fifty-two weeks leave referred to in sub-clauses {38.5} and {38.7} an employee may apply to the University for additional unpaid leave. Subject to operational requirements, an additional period of up to twelve months unpaid leave will be granted.

Partner leave

- 38.13 The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.
- 38.14 An employee will be entitled to partner leave as follows:
- a) Where the partner (who is an employee) is not the primary care-giver of the child, the employee will be entitled to ten working days paid partner leave, or ten working days unpaid partner leave in the case of an eligible casual employee, to be taken during the period three months prior to and three months after the birth or placement of the child. For fractional or part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
 - b) In addition to 38.14a), a further ten working days unpaid partner leave or, if birth is by caesarean section, twenty working days unpaid partner leave will also be available to enable access to the Australian Government’s Dad and Partner Pay where the employee meets the Australian Government’s eligibility requirements. This leave may be taken at any time during the fifty-two weeks following the date of birth or date of adoption however in the case of birth by caesarean section it must be taken within the six (6) week period immediately following the date of birth.

- c) Where the partner (who is an employee) is the primary care-giver of the child, the employee will be entitled to a further unbroken period of unpaid leave in addition to the leave provided in sub-clauses 38.14a) and 38.14b) above, provided the total period of partner leave under 38.14a), 38.14b) and 38.14c) does not exceed 52 weeks. Leave under this sub-clause shall be reduced by any period of maternity or adoption leave taken by the other partner and shall not be taken at the same time as that maternity or adoption leave, except during the six weeks following the birth or placement of the child.
- d) In addition to the periods of partner leave referred to in sub-clause 38.14c) above, a partner who is an employee (other than a casual employee) may apply to their supervisor for additional unpaid partner leave. Subject to operational requirements, an additional period of up to twelve months unpaid leave will be granted.
- e) Paid partner leave cannot be taken concurrent to the Australian Government's Dad and Partner Pay. An eligible working dad or partner may receive up to two weeks' Dad and Partner Pay at the National Minimum Wage when on approved unpaid leave from the University. Dad and Partner Pay is administered directly between the Employee and the Department of Human Services, and does not involve the University.

Foster parent leave

- 38.15 From the time that the child enters their care, an employee (other than a casual employee) acting as the primary carer of a foster child on a long-term placement will be entitled to:
- a) three weeks leave on full pay or six weeks leave on half pay if the child is younger than five;
 - b) two weeks leave on full pay or four weeks leave on half pay if the child is five and over.

General conditions of leave

- 38.16 Unless it is impracticable, an employee will provide their supervisor with at least ten weeks' notice of the intention to take parental leave and at least four weeks' notice of the date on which the parental leave will commence.
- 38.17 An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
- 38.18 Adoption leave and permanent care leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid adoption leave entitlement or permanent care leave will be reduced by any period of paid adoption leave taken by the employee's partner (including same-sex partner).
- 38.19 Appropriate certification relating to the birth, adoption or permanent care of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- 38.20 The University may direct an employee to commence maternity leave at any time within six weeks before the expected date of birth, provided that:
- a) written notice of such a direction of at least fourteen working days shall be given to the employee;
 - b) the employee shall be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that she is fit to work.

Fixed-term appointments

- 38.21 An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in sub-clauses 38.22 and 38.23 below.
- 38.22 An employee employed on a fixed-term contract of employment whose contract expires when she is at least twenty weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the fourteen week paid maternity leave entitlement subject to fulfilling any eligibility requirements unless:
- a) she was offered and refused another contract of employment (on grounds other than pregnancy) broadly comparable to her existing position; or
 - b) a significant majority of the duties and responsibilities of the existing position are no longer being performed.

- 38.23 An employee employed on a fixed-term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than twelve months from the date of taking maternity leave, will be entitled to the fourteen week paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this Clause.

Continuity of service and other conditions of employment

- 38.24 Absence on parental leave will not break continuity of service with the University.
- 38.25 Absence on paid parental leave will count as service for all purposes. Annual and long-service leave will accrue during periods of paid parental leave at the rate salary is earned.
- 38.26 Incremental progression will continue during periods of paid parental leave and will not be affected by periods of unpaid parental leave where that leave is for periods of less than six months.
- 38.27 Absence on unpaid parental leave will not count as service for the purposes of:
- a) long-service leave unless the employee has completed ten years' service with the University and the period of unpaid parental leave taken is less than 6 months; or
 - b) annual leave.
- 38.28 An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long-service leave.

Unplanned cessation of parental leave

- 38.29 If parental leave has commenced, or has been approved but not commenced, and:
- a) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee's child dies during the period that the employee is on leave; or
 - b) in the case of adoption leave, the child dies during the period that the employee is on leave;
- the employee will be entitled to a maximum of fourteen weeks paid leave from the date or expected date of birth or placement of the child and to other unpaid leave as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer periods as may be certified by a medical practitioner up to a maximum of twelve months.
- 38.30 A medical certificate will be required to support any period of leave pursuant to sub-clause 38.29 above.

Resumption of duty

- 38.31 An employee shall confirm their intention to return to work by providing written notice to the relevant supervisor of not less than eight weeks prior to the expiration of the period of parental leave.
- 38.32 One of the benefits of providing effective leave around maternity and child rearing is to encourage employees to return to work in normal circumstances. Good practice industrial principles should apply, including guaranteeing that employees can return to their existing position and level or alternative position and level with no disadvantage after embarking on parental leave.
- 38.33 Where the employee's parental leave absence is twelve months or less, the employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, or if the employee is returning to work after an absence of more than twelve months, the University shall endeavour to employ the employee in a position commensurate with the classification and duties for which the employee is qualified, provided that the position is at the substantive grade held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.
- 38.34 An employee on parental leave will be consulted concerning any significant change in responsibilities of the position the employee held before commencing parental leave.
- 38.35 An employee returning to duty after working a reduced time fraction because of the pregnancy shall be returned to the position and time fraction held immediately prior to working part-time. Where it is not feasible to return the employee to the same position, the employee shall be placed in a position as nearly comparable to that of the former position.
- 38.36 Employees may negotiate return to work from a period of parental leave earlier than the date originally approved.

- 38.37 A University must not fail to re-engage a casual employee because:
- a) the employee or employee's spouse is pregnant; or
 - b) the employee is or has been immediately absent on parental leave.

Return to work on a part-time basis following parental leave

- 38.38 The University is committed to family-friendly work practices and will give due consideration to assisting employees to balance work and family needs subject to the requirements of the work unit.
- 38.39 A full-time employee may apply to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and family responsibilities.
- 38.40 An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.
- 38.41 If it is not practicable for an employee to resume work on a part-time basis in the position which the employee held prior to taking parental leave, the employee will be so advised and provided with justifiable reasons as to why the request cannot be complied with. However, if in such circumstances the University identifies a suitable vacant position in which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to that position for the period of part-time employment.
- 38.42 Where a period of part-time employment and a period of parental leave are for a total period of twelve months or less, the employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, or if the total of part-time employment and parental leave is more than twelve months, the employee will return to a position commensurate with the classification and duties for which the employee is qualified, provided that the position is at the substantive grade and same time-fraction held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.

39. Long service leave

Ongoing and fixed-term Employees

- 39.1 A full-time Employee accrues long service leave at the rate of 1.3 weeks for each completed year of Continuous Service with the University and will be entitled to access the long service leave entitlement, on a pro rata basis, after seven completed years of Continuous Service with the University.
- 39.2 An Employee with seven or more completed years of Continuous Service is, on termination of their employment, entitled to payment for the balance of their accrued long service leave as at the date of termination.
- 39.3 Where an Employee with four or more completed years of Continuous Service dies or whose service ceases on account of:
- a) retirement; or
 - b) ill-health; or
 - c) redundancy;
- the University will pay to the Employee, or the Employee's estate or representative, a sum equal to 1.3 weeks leave in respect of each completed year of Continuous Service calculated to the day of death or day of cessation.
- 39.4 An Employee granted long service leave will be paid:
- a) where the Employee's ordinary hours of work have been constant, at the Employee's Base Rate of Pay; or
 - b) where the Employee's ordinary hours of work have varied, at the Base Rate of Pay for the Employee's average time fraction calculated over the total period of service.
- 39.5 An Employee may request and the University may agree for long service leave to be taken at half pay for double the period.
- 39.6 Where a public holiday occurs during a period of long service leave the day will be taken as a public holiday and will not be deducted from the long service leave entitlement of the Employee.

- 39.7 Long service leave is to be taken at a mutually agreeable time having regard to the operational requirements of the University provided that a minimum of 6 months' notice of taking leave must be provided unless otherwise agreed between the University and the Employee. Subject to the required notice being provided, leave will not be unreasonably refused.
- 39.8 Where an Employee has accrued in excess of 20 weeks long service leave the University may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:
- a) The University and Employee, through discussion, may agree that the Employee will take leave which would reduce the balance to an agreed level.
 - b) In the absence of an agreement, the University may direct the Employee to take leave at a particular time that would reduce the long service leave credit to no less than 13 weeks at the time the leave period has concluded. The University must give the Employee at least 6 months' written notice of the direction to take leave.
- 39.9 An Employee must not work for hire or reward whilst they are taking long service leave.
- 39.10 Subject to the Employee making the claim referred to below, an Employee's prior Continuous Service at any Victorian TAFE Institute, Victorian University or Victorian Public State Secondary or Primary School (or any other previous University as may be agreed between the Employee and the University at the time of the Employee's appointment) will count towards their Continuous Service for the purpose of determining their entitlement to long service leave under this clause, except for:
- a) any period of service for which payment in lieu of long service leave has been made by a previous University or for which an Employee has an entitlement for payment in lieu by a previous University; and
 - b) any period of service that preceded a break of more than 12 months in the Employee's Continuous Employment.
- 39.11 An Employee must make any claim for recognition of prior service within six months of the date of appointment. The University must, as soon as possible after the date of the Employee's appointment, but no later than 12 months from that date, notify the Employee in writing as to the amount of prior service recognised towards the Employee's Continuous Service for long service leave purposes.
- 39.12 For the avoidance of doubt, any service recognised prior to the commencement of this clause is not disturbed by this clause.

Casual Employees

- 39.13 Casual Employees will accrue long service leave in accordance with the Long Service Leave Act 2018 (Vic) (or its successor).
- 39.14 Notwithstanding subclause 39.13, any service which a Casual Employee performed while the 2009 Agreement applied to their employment (which excluded casual employees (within the meaning of that agreement) from long service leave) will not count towards their qualification for long service leave or the amount of leave to which they are entitled.

40. Emergency response leave

- 40.1 An employee may be granted up to 38 hours paid leave in circumstances where an employee is requested by an emergency service of which they are a member to attend an emergency situation which is causing or threatens to cause damage or injury to life, property or stock. The University may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.
- 40.2 This provision shall apply to casual employees who would have continued to be engaged but for the emergency response situation. For this class of employee, where no loss of wages would have occurred, the entitlement of the employee shall be that of a right to return to her or his former position.
- 40.3 'Emergency Service' includes Country Fire Authority, Rural Fire Service, State Emergency Service, Coast Guard, St John Ambulance.

41. Court attendance leave

- 41.1 An employee required to appear and serve as a juror in any court shall be granted leave at the ordinary rate of pay for the period during which the attendance of the employee at court is required.
- 41.2 An employee under a subpoena or order, shall be entitled to attend the relevant jurisdiction as part of their official duties, without loss of pay.

- 41.3 To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the employee has attended the court.
- 41.4 Any payment made to the Employee for service as a juror during their ordinary hours of work must be repaid to the University, less an amount for reasonable expenses actually incurred.
- 42. Family violence leave**
- 42.1 The University recognises that employees may sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing support to employees who experience domestic violence.
- 42.2 The University accepts the definition of domestic violence as provided by the Family, Violence Protection Act 2008 (VIC) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.
- 42.3 Any personal information provided in relation to situations of domestic violence shall be kept confidential. An employee may disclose that they are experiencing family violence to their direct line of management or Human Resources.
- 42.4 Employees experiencing family/domestic violence are entitled to up to twenty (20) days paid leave per calendar year to attend to medical appointments and legal proceedings, seek safe housing and other activities linked to dealing with domestic violence.
- 42.5 In addition to the entitlement in sub-clause 42.4 the University will offer employees experiencing family/domestic violence a broad range of support. This includes where appropriate:
- a) access to personal leave, annual leave or leave without pay once the twenty days leave has been exhausted;
 - b) changes to hours of work and other appropriate flexible working arrangements, including changes to working times;
 - c) changing work location, agreed alternative duties, telephone number or email address; and
 - d) additional leave with pay which may be available upon application to the Director, Human Resources.
- 42.6 Supporting evidence of dealing with domestic violence may be required by the University and may take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional. A signed statutory declaration may also be accepted as evidence.
- 42.7 An employee experiencing family violence leave will be offered access to the Employee Assistance Program (EAP) and/or other available local support resources.
- 43. Defence reserve service leave**
- 43.1 An Employee required to complete Defence Reserve Service may be granted leave for up to four weeks or 28 calendar days in a year commencing on 1 January.
- 43.2 On recruitment or for initial training as a member of the Defence Reserve an Employee may be granted leave for up to two weeks or 14 calendar days. This leave is restricted to the Employee's first year of Defence Reserve Service.
- 43.3 With the exception of the additional two weeks on recruitment or for initial training as described in sub-clause 43.2, leave can be accumulated and taken over two years to enable the employee to undertake training as a member of the ADF Reserves.
- 43.4 An Employee may apply for additional Defence Reserve Service leave which the University may refuse or grant as leave subject to all the circumstances.
- 43.5 The Employee will consult with the University regarding the proposed timing of the leave and will give the University as much notice as possible of when Defence Reserve Service for which leave is required will take place. Failure to provide reasonable notice will be grounds for the leave to be refused.
- 43.6 Where the base salary, excluding allowances, received by the Employee from the Australian Defence Force or Defence Reserve Service during the Employee's ordinary hours of duty is below the Employee's salary under this Agreement, the University will, unless exceptional circumstances arise, pay to the Employee make up pay to the level of the Employee's salary under this Agreement for the period of the Defence Reserve Service leave.

44. Cultural and ceremonial leave

- 44.1 The parties to this Agreement recognise that the cultural diversity of the University workforce means that some staff may celebrate cultural or religious days of observance which do not coincide with existing public holidays.
- 44.2 A supervisor may require reasonable evidence in support of a request for leave under this clause.
- 44.3 Aboriginal and Torres Strait Islander cultural and ceremonial leave
- a) Employees who identify as being of Aboriginal or Torres Strait Islander descent shall be entitled to up to three (3) days paid leave per calendar year, and leave without pay up to a maximum of ten working days per calendar year for the purpose of fulfilling cultural and/or ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals in cases where the deceased person is not a member of the employee's immediate family or household as defined in clause 3 but is nonetheless significant to the employee, smoking or cleansing and sacred site or land ceremonies, and preparation for and attending community organisation business, National Aboriginal and Islander Day Observation Committee Week functions, or other relevant cultural events.
 - b) Where it can be demonstrated that the three days referred to above are not sufficient, an employee may access a further two (2) days from the employee's personal leave entitlement if available.
 - c) An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with the above provision.
 - d) Casual employees who identify as being of Aboriginal or Torres Strait Islander descent shall be entitled to up to a maximum of ten days unpaid leave in any twelve month period for the purpose of fulfilling cultural/ceremonial obligations.
- 44.4 Other Cultural and Religious Leave
- a) An employee who is adherent to and celebrates cultural or religious days of observance shall be entitled to up to three days paid leave (unpaid leave for casuals) per calendar year for the purpose of fulfilling or observing cultural or religious obligations. Where this involves further time away from work, suitable arrangements could include re-scheduling of work commitments or use of annual leave.
 - b) Where it can be demonstrated that the three days referred to above are not sufficient, an employee may access a further two (2) days from the employee's personal leave entitlement if available.
- 44.5 Total entitlement under this clause
- a) Without increasing either entitlement above, the total combined leave entitlement under clauses 44.3 and 44.4 for any employees who identify as being of Aboriginal or Torres Strait Islander descent will not exceed five days paid leave and ten days unpaid leave per calendar year. Such leave does not accumulate from year to year and cannot be paid out on termination of employment.

45. Study leave

- 45.1 An employee may be granted study leave or industry release in accordance with University policy to obtain formal qualifications and skills that are directly related to progression through the skill (qualification)-based career path. Such leave may be granted on a paid or unpaid basis.
- 45.2 Applications for such Leave shall not be unreasonably refused.

46. Sabbatical leave

- 46.1 On application, the University may grant an employee sabbatical leave of one year every five years on 80% salary subject to the employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the employee entering an agreement with the University covering the terms and conditions of the sabbatical leave.
- 46.2 Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.
- 46.3 Sabbatical Leave shall count as service for all purposes.

47. Public holidays and Christmas/new year closedown

- 47.1 All employees shall be entitled to holidays on the following days:
- a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day; and
 - b) those prescribed by the relevant government authority as Australia Day, ANZAC Day, Queen's Birthday and Labour Day.
- 47.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 47.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 47.4 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.
- 47.5 The University and its employees may agree to substitute another day for any holiday prescribed in this Clause.
- 47.6 Where in Victoria or in the relevant local government area or locality where a University Campus is located, other public holidays are declared or prescribed other than those set out in sub-clause 47.1, those days, subject to sub-clause 47.7 and 47.10 shall constitute additional paid holidays for the purpose of this Agreement for staff based at the relevant location.
- 47.7 The Employees and the University agree that Ballarat Show Day or other Show Day, Melbourne Cup Day or other City Cup Days, Ekka Wednesday in Brisbane, and similar days to these that may be declared or prescribed are not observed as public holidays, are working days for the University and are subject to the arrangements set out in sub clause 47.10. To avoid doubt, for work performed on those days employees will only be entitled to be paid their ordinary rate of pay, and will not be entitled to be paid any additional public holiday allowance, penalty or loading that may otherwise have applied.
- 47.8 An employee who does not have ordinary hours of work on a public holiday, or is not rostered to work on that day, will not be entitled to payment for the public holiday.

Christmas/New Year closedown

- 47.9 The University will close normal operations between Christmas Eve and the working day following the New Year's Day public holiday.
- 47.10 The closedown period will constitute five weekdays during which the University will be closed. Two of these days will be observed as Christmas Day and Boxing Day public holidays (or public holiday(s) in lieu thereof) and the three remaining week days will be granted to all employees as days off work and will be paid at the ordinary hourly rate for those days that they would otherwise have been rostered or required to work. Those days will form, in part, substitution for the University not observing the days referred to in sub-clause 47.7.

48. Redundancy process and entitlements

- 48.1 This clause does not apply to:
- a) casual Employees; and
 - b) Employees engaged on a fixed-term contract whose employment ends because of the expiry of the fixed-term.
- 48.2 The University will adopt the following process to identify Employees in excess of University requirements and therefore to be considered for selection.
- 48.3 Subject to satisfying the requirements of clauses 8 and/or 9, the University will convene meetings of potentially affected Employees to seek volunteers. The University may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for the University's continuing function.
- 48.4 Where insufficient volunteers or too many volunteers are forthcoming, the University will determine those Employees in excess of its requirements taking into account the following criteria:
- a) the required qualifications, skills and abilities between Employees as required for the continuing operation of the program;

- b) any special qualifications or aptitude for the position/s continuing to be required to be performed by the University; and
- c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

48.5 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as excess to University requirements will be that person whose selection causes the least disruption to the continuing operation of the University.

48.6 Subject to this clause, the parties agree that University policies in relation to redeployment and termination of employment are to apply for the life of this Agreement. Such policies may only be varied following consultation and agreement with the Union in accordance with clause 8. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

Redundancy pay

48.7 An Employee is entitled to redundancy pay in accordance with the FW Act, except to the extent that the table below provides for a greater benefit. This does not prevent the University from applying a more generous policy with respect to redundancy pay.

Period of Continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	20 weeks

49. Leave for industrial dispute resolution training purposes

49.1 Employees shall be entitled to a maximum of five days paid leave per calendar year or an aggregate of ten days paid leave over two calendar years to attend an activity or course of study which contributes to a better understanding of dispute resolution provisions of this Agreement.

49.2 Applications for such Leave must be approved prior to the taking of Leave. Such applications will not be unreasonably refused providing:

49.3 The application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and

49.4 The release of the Employee does not cause undue inconvenience to the University.

49.5 Leave granted under this clause:

- a) shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;
- b) may include any necessary traveling time in normal working hours immediately before or after the activity or course; and
- c) shall count as service for all purposes.

49.6 An Employee granted leave under this clause will not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

50. Inductions and information

50.1 The University will include in its online induction system for all new staff relevant union material and web links and will consult with the union/s in relation to any changes to the online induction system.

51. Leave to attend Trade Union Council meetings

51.1 Employees elected to represent the AEU as Councillors may nominate the equivalent of up to eight days per annum of Leave provided under clause 49 of the agreement for the purpose of attending Union council meetings.

52. Electronic Communications

52.1 Employees are allowed reasonable access to electronic communication to facilitate communication between Employees and their representatives, which may include a Union, on matters pertaining to the University/employee relationship.

52.2 The University will not interfere with communications between an Employee and a Union representative and will consider such communications as confidential between the Employee and the Union, provided such communication complies with sub-clause 52.3.

52.3 Union representatives using the University's electronic communication systems for Union related matters will exercise their rights reasonably, in accordance with law and pursuant to the University's policy. Where the University proposes to introduce or vary an electronic communications policy related to union utilisation, there shall be consultation between the University and the Union.

53. AEU representatives' time allowance

53.1 Union representatives shall be granted time allowances to be deducted from their teaching duties. The total of the time allowances allocated for the University shall be 145 hours for the first 50 union members plus one hour for every additional member. Union membership numbers will be confirmed annually.

54. Individual Flexibility Term

54.1 A University and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- a) the agreement deals with one or more of the following matters:
 - i) part-time employment;
 - ii) qualification-based career path;
 - iii) annual leave loading;
 - iv) hours of work;
 - v) public holidays;
 - vi) annual leave;
 - vii) long service leave;
 - viii) parental leave; and
- b) the arrangement meets the genuine needs of the University and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the University and Employee.

54.2 The University must ensure that the terms of the individual flexibility arrangement:

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

54.3 The University must ensure that the individual flexibility arrangement:

- a) is in writing;
- b) includes the name of the University and employee;
- c) is signed by the University and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee;

- d) includes details of:
 - i) the terms of this Agreement that will be varied by the arrangement;
 - ii) how the arrangement will vary the effect of the terms;
 - iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences.
- e) The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f) The University or Employee may terminate the individual flexibility arrangement:
 - i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii) if the University and Employee agree in writing at any time.

55. Overall total remuneration package for overseas-based employees

- 55.1 Nothing contained elsewhere in the Agreement precludes an University and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.
- 55.2 The overall total remuneration package will comprise the Agreement salary rate, University superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 55.3 In such cases, the written agreement between the University and the Employee will specify:
 - a) the period for which the agreement will operate;
 - b) the overall total or flat salary and University superannuation contributions to apply; and
 - c) the relevant Agreement clauses that do not apply.

Provided no agreement will be made that permits the leave entitlements of an Employee to be exchanged for monetary remuneration.
- 55.4 An overall remuneration package will not disadvantage an Employee when comparing their total remuneration inclusive of University superannuation contributions with the salary, University superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 55.5 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time will be provided for the University and Employee to consider the proposal and seek advice.

Schedules:

Schedule 1 – Rates of pay

Schedule 2 – Classification Descriptors

Schedule 3 – Qualification Requirements and Commencement Salaries

Schedule 4 – Approved Qualifications

Schedule 5 – Dictionary

Schedule 1 – Rates of Pay

	Current	New Structure	5.4% 09-Dec-18	2.7% 01-May-19	2.7% 01-Nov-19	2.7% 01-May-20	2.7% 01-Nov-20	2.7% 01-May-21	2.7% 01-Nov-21
		EM3	\$101,671	\$104,416	\$107,236	\$110,131	\$113,104	\$116,158	\$119,294
SE3	\$93,689	EM2	\$98,748	\$101,414	\$104,153	\$106,965	\$109,853	\$112,819	\$115,865
SE2	\$90,998	EM1	\$95,912	\$98,502	\$101,161	\$103,892	\$106,697	\$109,578	\$112,537
SE1*	\$88,305		\$93,073	\$95,586	\$98,167	\$100,818	\$103,540	\$106,335	\$109,207
		L3.4(AQF6+)	\$93,073	\$95,586	\$98,167	\$100,818	\$103,540	\$106,335	\$109,207
T5	\$85,613	L3.3(AQF6+)	\$90,236	\$92,672	\$95,175	\$97,744	\$100,383	\$103,094	\$105,877
		L3.2(AQF6+)	\$86,889	\$89,235	\$91,644	\$94,119	\$96,660	\$99,270	\$101,950
T4.2	\$79,262	L3.1(AQF6+)	\$83,542	\$85,798	\$88,114	\$90,493	\$92,937	\$95,446	\$98,023
T4.1	\$74,488	L2.3 (AQF5)	\$78,510	\$80,630	\$82,807	\$85,043	\$87,339	\$89,697	\$92,119
T3.2	\$72,573	L2.2 (AQF5)	\$76,492	\$78,557	\$80,678	\$82,857	\$85,094	\$87,391	\$89,751
T3.1	\$67,518	L2.1 (AQF5)	\$71,164	\$73,085	\$75,059	\$77,085	\$79,167	\$81,304	\$83,499
T2.2	\$66,138	L1.2 (AQF4)	\$69,709	\$71,592	\$73,525	\$75,510	\$77,549	\$79,642	\$81,793
T2.1	\$62,282	L1.1 (AQF4)	\$65,645	\$67,418	\$69,238	\$71,107	\$73,027	\$74,999	\$77,024
T1.2	\$57,407								
T1.1	\$53,431								

- Rates of pay effective from the first full pay period on or after the date specified

Casual rates

Casual Employees will be paid at the applicable hourly rate as set out below (the casual teaching duty hour rate is inclusive of preparation, planning, curriculum development and assessment that directly relates to the teaching duty hour worked by the Employee).

For example:

Existing Classification	Current Rates	New Classification	09-Dec-2018	May-19	Nov-19	May-20	Nov-20	May-21	Nov-21
Teaching			5.4%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
		Level 3 (AQF6)	\$74.02	\$76.02	\$78.08	\$80.18	\$82.35	\$84.57	\$86.86
Diploma Qualified	\$67.57	Level 2 (AQF5)	\$71.22	\$73.14	\$75.12	\$77.14	\$79.23	\$81.37	\$83.56
Cert IV Qualified	\$65.01	Level 1 (AQF4)	\$68.52	\$70.37	\$72.27	\$74.22	\$76.23	\$78.28	\$80.40
Non-teaching									
		Level 3 (AQF6)	\$50.29	\$51.65	\$53.04	\$54.48	\$55.95	\$57.46	\$59.01
Diploma Qualified	\$45.92	Level 2 (AQF5)	\$48.40	\$49.71	\$51.05	\$52.43	\$53.84	\$55.30	\$56.79
Cert IV Qualified	\$44.19	Level 1 (AQF4)	\$46.58	\$47.83	\$49.13	\$50.45	\$51.81	\$53.21	\$54.65

Schedule 2 – Classification Descriptors

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification	Education Manager 2 Classification	Education Manager 3 Classification
Classification Context and Task Level	Classification Context and Task Level	Classification Context and Task Level	Classification Context and Task Level	Classification Context and Task Level
<p>The Teacher classification encompasses duties and requirements applicable to new entrants into the Institute's teaching workforce and to experienced Teachers. Teachers classified as Teacher L1.1 and L.2 will generally be under close supervision and guidance of a Teacher L3.4 or above and their focus will generally be on working with students in a direct teaching role. The teaching function will develop with experience and more highly developed skills and knowledge.</p> <p>As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing TAFE education programs. They assist Education Managers in a range of activities associated with the effective operation of TAFE education programs. Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.</p> <p>In addition to the characteristics outlined in the "General Context and Task Level for Teachers and Education Managers", the requirements and typical functions of a Teacher are consistent with the following:</p>	<p>Employees appointed to this classification may supervise an organisational unit and/or may perform high level specialist educational functions.</p> <p>In addition to the provisions outlined in the descriptors for "General Context and Task Level for Teachers and Education Managers" and the "Teacher Classification (L1 to L3.4)", the requirements and typical functions of a Senior Educator 1 are consistent with the following:</p>	<p>Employees appointed to positions at this classification:</p> <ul style="list-style-type: none"> • Manage the educational and/or business activities and/or services of a large and complex organisational unit or units. • Play a major role with senior representatives of associated client groups and other key stakeholders. • Undertake a highly developed educational leadership role requiring extensive management and/or teaching skills. <p>In addition to the provisions outlined in the descriptors for "General Context and Task Level for Teachers and Education Managers" and the "Teacher Classification (L1 to L3.4)", the requirements and typical functions of a Education Manager 1 are consistent with the following:</p>	<p>Employees appointed to this classification:</p> <ul style="list-style-type: none"> • Are highly skilled educational leaders and managers who have acknowledged excellence in academic leadership and developing strategic directions. • Have significant educational and/or business focussed functions and responsibilities. • A strategic focus aimed at developing links within and external to the TAFE community, focusing on long-term staff projections and team developmental needs. <p>In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers and Education Managers", the "Teacher Classification (L1.1 to L3.4) and the "Senior Educator 1 & Education Manager 1 Classifications", the requirements and typical functions of a Education Manager 2 are consistent with:</p>	<p>Employees appointed to this classification:</p> <ul style="list-style-type: none"> • Have significant educational and/or business focussed functions and responsibilities at organisational and operational levels above Education Manager 1 and 2 levels. <p>In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers and Education Managers", the "Teacher Classification (L1.1 to L3.4) and the "Senior Educator 1 & Education Manager 1 and 2 Classifications", the requirements and typical functions of an Education Manager 3 are consistent with:</p>

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification	Education Manager 2 Classification	Education Manager 3 Classification
<p>Typical Functions</p> <ul style="list-style-type: none"> • Assist others with program related administrative tasks. • Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials. • Provide assistance with staff induction. • Provide advice and guidance within areas of specialist expertise. • Assist in providing advice with team developmental needs • Assist with counselling. • Assist with staff selection. • Determine instructional strategies. • Coordinate student resources. • Customize units and courses as appropriate to meet client needs. • Liaise as appropriate with specialist inter Training Provider networks and learning communities. • Conduct teaching programs. • Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning. • Assist with diagnosing learning difficulties and identifying appropriate teaching strategies. * Assist in relation to the establishment, maintenance and review of teaching programs. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Coordinate and supervise resources • Manage a team of staff • Manage the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training. • Induct staff. • Coordinate administrative requirements. • Produce tenders and submissions in conjunction with other Senior Educators and Teachers. • Manage training needs analysis and skills audits for clients. • Provide specialist skills as appropriate within the Institute, and the wider community in Victoria, nationally or internationally. • Apply counselling skills as appropriate. • Conduct applied research and prepare briefing papers on curriculum, teaching or management services as appropriate. • Maintain program operations data as per audit requirements. • Ensure graduation candidates are verified. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients. • Manage recruitment and selection of staff • Manage induction process. • Provide support and mentoring to team. • Assist staff to identify professional development opportunities. • Provide staff coaching and counselling. • Propose and implement a range of programs/courses for future delivery together with other Education Managers and Teachers. • Examine and make recommendations on alternative flexible delivery strategies. • Initiate project development. • Provide advice on improvements to records management systems. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Responsible for projects that involve major change. • Plan long-term resourcing needs. • Provide support to team. • Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting. • In conjunction with other Education Managers prepare and deliver professional development for Teachers. • Make a significant contribution to teaching strategies and directions. • Undertake a significant role in ensuring quality teaching recruitment, including induction. • Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Represents the organisation both internally and externally in a range of government and industry contexts both locally and internationally • Takes a leadership role within the Institute through a range of activities including mentoring, management, leading innovative and strategic practices • Contributes to the strategic planning processes of the Institute • Communicates the Institute's strategic directions effectively within and without the Institute • Applies regulatory requirements concerning Intellectual Property • Participates in and manages complex negotiation and dispute resolution situations • Reviews information, data and systems to make sound business and training decisions • Designs, develops and customises e-learning resources to support the delivery of a range of qualifications

	<ul style="list-style-type: none"> • Ensure student results are completed. • Develop individualised self-paced learning materials. • Develop and implement assessment systems. 			<ul style="list-style-type: none"> • Collaborates with other research organisations • Manages and monitors the documentation of all reporting for quality and compliance purposes within the teaching department. • Plans for, manages, monitors, and evaluates the development of learning resources in the program area • Oversees the management of students in the online environment: • Manages and monitors the human and physical resourcing of the department • Benchmarks programs • Leads the review of knowledge management systems • Participates in both state and national moderation and validation processes • Understands and applies project management principles
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Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification	Education Manager 2 Classification	Education Manager 3 Classification
<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Provide basic pastoral care to students leading to more complex problem resolution. • Exercise judgment and initiative. • Supervise and guide entry level Teachers. • Work independently and in a team environment. • Plan and prioritise work schedule. • Set and achieve teaching objectives. • Manage the learning process, including student participation and preparation of student learning plans. • Refer learning difficulties • Take an active role in own professional development. • Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of Employers. • Encourage and support innovative strategies. • Provide leadership in specialist areas within the teaching department and across the Institute. • Set priorities, plan and manage resources. • Trial and report on innovative delivery strategies. 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Knowledge of problem solving strategies. • Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies. • Establish timetables/timelines. • Identify, negotiate and manage resource requirements. • Plan and implement/coordinate programs/projects. • Responsible for discretionary decision making relative to delegated budget. 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Well-developed problem solving skills. • Manage resources and a team of staff providing services to students/commercial clients. • Manage a functional or specialist area of delivery. • Ability to lead and manage teaching programs. • Operate within operational autonomy. • Manage a budget. • Provide necessary resources for program maintenance and development. • Provide advice to Institute management on costing and resourcing implications of proposed programs. • Advise on cost effective delivery strategies. • Undertake responsibility for tenders and submissions. • Coordinate staffing and resources across a number of campuses 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Demonstrated capacity to resolve complex problems. • Lead and manage large functional or specialist operations. • Provide academic leadership in the Institute and across the TAFE system. • Operate within a high degree of operational autonomy. • Lead and manage a complex team. • Manage staffing projections. • Evaluate team developmental needs including professional developmental plans and multi-skilling needs. • Manage a substantial budget. 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Manages and monitors planning for teaching program delivery to ensure learning theories are applied to address a variety of learning styles • Designs, develops and customises e-learning resources to support the delivery of a range of qualifications • Collaborates with other research organisations • Manages and monitors the preparation of tenders for contracts • Manages staff, financial and capital resources to maintain a financially sustainable department • Conducts feasibility studies on proposed and existing commercial courses • Consults with and advises potential clients including students, business, industry or community groups on training products and services available • Manages contracts • Represents the Institute in broad range of external environments

		<p>within a discipline area and/or external to the Institute.</p>		<ul style="list-style-type: none"> • Facilitates online accesses for commercial clients • Facilitates development of online content for commercial ventures • Mentors others in management and leadership of learning environment • Manages course resource needs • Responds to change innovatively and flexibly • Oversees and/or leads the development of online learning strategies for the use of <ul style="list-style-type: none"> » Online learning materials » Online learning platforms » Tools for online learning facilitation and assessment » Networks for online learning facilitation and assessment • Oversees and/or uses a wide range of formal and informal online technology to facilitate and assess qualifications • Manages and monitors departmental class resources • Maintains currency of learning and assessment materials including RPL and workplace assessment documentation • Leads teams in the research, use and application of a range of
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				<p>delivery and assessment strategies across teaching programs</p> <ul style="list-style-type: none"> • Oversees and/or manages and monitors moderation processes for the department • Oversees and/or leads and manages validation processes for the department • Oversees and/or leads and manages reviews and evaluations of the departmental processes for continuous improvement in achievement of outcomes • Manages and monitors planning of schedules and resources for delivery and assessment
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Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification	Education Manager 2 Classification	Education Manager 3 Classification
<p>Organisational Relationships and Impact</p> <ul style="list-style-type: none"> • Consult and provide educational services under the direction of Senior Educators and Education Managers • Provide a well-developed range of teaching strategies to TAFE students and other clients both within and external to the Institute. • Communicate with course stakeholders as appropriate. • Plan and conduct information sessions and student selection processes, as appropriate. Provide contact point for course content and student issues. 	<p>Organisational Relationship and Impact</p> <ul style="list-style-type: none"> • Contribute to the development of institute-wide educational and administrative policies and procedures. • Provide advice and make submissions to internal and external stakeholders. • Provision of professional advice and assistance to teaching staff and Institute clients on curriculum, educational or consultative service requirements for 	<p>Organisational Relationships and Impact</p> <ul style="list-style-type: none"> • Develop institute-wide educational and administrative policies and procedures. • Negotiate for internal and external resources. • Play an active role in establishing and enhancing links with the greater community to further education in practice. 	<p>Organisational Relationship and Impact</p> <ul style="list-style-type: none"> • Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact. • Lead the development, review and implementation of Institute strategic educational plans, initiatives and policies. 	<p>Organisational Relationship and Impact</p> <ul style="list-style-type: none"> • Has the responsibility for compliance with the regulatory framework within which VET programs are delivered • Demonstrates knowledge and understanding of funding structure • Demonstrates knowledge and understanding of key global, national and state drivers to inform decision making

<ul style="list-style-type: none"> • Undertake a range of administrative, coordination, and learning services activities directly related to the areas taught. 	<p>innovative and effective education and training which meets the needs of learners, their Employers and the community. The work may involve contractually negotiated industry, public sector, and community-based programs.</p> <ul style="list-style-type: none"> • Provide high-level professional advice and assistance to teaching staff and Institute clients. • Represent the Institute or the TAFE system to external bodies. 	<ul style="list-style-type: none"> • Enable the efficient integration of delivery strategies across departmental boundaries. 	<ul style="list-style-type: none"> • Highly developed capacity to resolve complex conflict. • Make a significant contribution to strategic directions. • Investigate costings and resource implications for program areas and negotiate recommendations. • Source funding, partnership delivery opportunities and other innovative opportunities. • Promote and represent the department/Institute regionally and beyond, including with government bodies. • Build networks within the wider community and source and develop future training needs. 	<ul style="list-style-type: none"> • Demonstrates knowledge and understanding of principles of statistical analysis • Demonstrates awareness of theoretical principles, processes and drivers relating to moral and ethical values which inform human behaviours such as: <ul style="list-style-type: none"> » Decision making » Critical thinking and analysis » Modes of communication » Means of conducting negotiation » Group and individual dynamics • Identifies and accesses sources of information for current literature and research on education and learning in the e-learning context • Sources and accesses Higher Education Funding and research • Demonstrates knowledge of awards and agreements • Demonstrates comprehensive understanding and routine application of the AQTF2010 and the VRQA Guidelines for VET providers • Demonstrates understanding and applies legal and
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				<p>regulatory requirements for the VET context</p> <ul style="list-style-type: none">• Identifies VET pedagogical support materials, frameworks and professional development pathways to assist colleagues in addressing skill gaps• Identifies and accesses sources of information for current literature and research on education and learning in the e-learning context• Sources and accesses Higher Education Funding and research• Manages and monitors project management frameworks• Understands and applies the principles and protocols of consultancy• Understands and applies market research principles• Identifies and accesses funding sources• Understands, applies and monitors legal and regulatory frameworks• Provides evidence of current industry relevant qualifications and training qualification as outlined by Training Packages• Demonstrates and applies current knowledge of federal and state regulatory requirements relevant to
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				<p>courses being overseen and delivered</p> <ul style="list-style-type: none"> • Demonstrates current knowledge of broader VET issues in the area of delivery and assessment of qualifications • Understands and applies advanced teaching methodology including consideration of <ul style="list-style-type: none"> » Global cultural differences » Future technologies and » Implementation strategies • Understands and applies AQF requirements for assessment moderation and validation • Understands, accesses and applies The Institute's processes in documenting and reporting of outcomes • Knowledge of e-learning, distance modes and systems
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Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification	Education Manager 2 Classification	Education Manager 3 Classification
<p>Specialist Skills and Knowledge</p> <ul style="list-style-type: none"> • Research, develop and improve TAFE curriculum and teaching and learning methods. • Develop teaching and learning strategies and materials. • Conduct student entry level assessment. 	<p>Specialist Skills and Knowledge</p> <ul style="list-style-type: none"> • Knowledge of conflict resolution skills • Knowledge of negotiation strategies. • Demonstrated highly developed teaching skills. 			

<ul style="list-style-type: none"> • Research and prepare own teaching materials and for utilization across the Institute. • Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources. • Develop leadership and mentoring skills. • Develop project and or research skills. • Moderate validation of outcomes. • Develop curriculum and/or consultative duties as appropriate. • Package accredited courses as identified. • Develop and design courses. 	<ul style="list-style-type: none"> • Extensive knowledge and demonstrated skill of at least one teaching area. • Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role. • Keep abreast of and advise on current and emerging education trends. • Develop effective processes for the evaluation and validation of programs, systems and structures within or external to TAFE. • Develop and maintain quality control systems. • Apply research, analytical and innovative skills. • Apply extensive knowledge and experience in specialist expertise area/s. 			
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Schedule 3 – Qualification Requirements and Commencing Salary

1. This schedule shows the requirements for each qualification level and increment on the Teacher Classifications in this Agreement.
2. The following table sets out how qualifications and years of experience (both vocational and teaching) are used to calculate commencement salary for all new Employees including casual Employees.

	Educational Qualifications	Educational Experience	Combined Vocational and Teaching Experience
EM 3	Approved AQF 6 or above		
EM 2	Approved AQF 6 or above		
EM 1	Approved AQF 6 or above		
L3.4	Approved AQF 6 or above	4 years	AQF 6 or above and 2 or more years vocational experience
L3.3	Approved AQF 6 or above	3 years	AQF 6 or above and 2 or more years vocational experience
L3.2	Approved AQF 6 or above	2 years	AQF 6 or above and 2 or more years vocational experience
L3.1	Approved AQF 6 or above	1 year	
L2.3	Approved AQF 5	3 years	AQF 5 and 3 or more years vocational experience
L2.2	Approved AQF 5	2 years	AQF 5 and 2 or more years vocational experience
L2.1	Approved AQF 5	1 year	
L1.2	Cert IV TAE	2 years	1 year teaching at Cert IV TAE and 2 or more years vocational experience
L1.1	Cert IV TAE	1 year	

3. An Employee shall not be eligible for promotion or appointment as an Education Manager unless they are fully qualified.
4. For each completed year of actual teaching experience after becoming fully qualified at either AQF 5 or AQF 6 and above, a teacher on commencement shall receive one increment.
5. Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:
 - a) for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;
 - b) for each two years of approved industrial experience in excess of the years listed in clause 3 of this schedule a teacher shall receive one increment;
 - c) for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;
6. 'Fully qualified' means possessing Approved Qualifications as set out in Schedule 4 which entitle an Employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification.
7. Where a casual employee is converted to a fixed term or ongoing position by the employer each 400 teaching hours casual prior service with the employer shall be recognised as one increment when establishing the commencing salary.

Schedule 4 – Approved qualifications

Scope and purpose

This Schedule establishes the approved teacher qualification requirements for:

- entitlement for a TAFE teacher to commence employment
- identification of the appropriate level on the incremental salary scale in the Teacher classifications
- for progression along that salary scale and
- appointment to the Education Manager classification.

These qualification requirements are found at clause 20.1.

AQF Level 5 teaching qualification

For a Level 5 teaching qualification to be approved for the purposes of this agreement it must contain:

- studies in adult learning methodology
- studies in teaching in a Vocational Education environment
- Studies in Applied Research (linked to the Boyer framework of scholarship)
- 200 hours of supervised practicum

AQF Level 6 or above teaching qualification

For a Level 6 or above teaching qualification to be approved for the purposes of this agreement it must contain:

- studies in adult learning methodology
- studies in teaching in a Vocational Education environment
- Studies in Applied Research (linked to the Boyer framework of scholarship)
- 200 hours of supervised practicum

Supervised teaching practice

To meet the approved teaching qualification standards, for both the AQF Level 5 and AQF Level 6 or above, 200 hours of supervised teaching practice is mandatory and can be made up of the following -

Direct Supervision

- 50 hours in which the teaching practice of the teacher candidate is observed and evaluated by a qualified teacher educator of the institution conferring the teaching qualification or, by other fully qualified teachers who agree to act as supervisor/s of the teacher candidate.

Where the institution conferring the qualification is not undertaking the direct supervision, such supervision by a suitably qualified and experienced TAFE teacher, must be authorised and accredited by the conferring institution;

Other Professional Practice

In addition to direct supervision, a teacher candidate will be expected to participate in other professional teaching practices as follows:

- 50 hours in which the teacher candidate observes the teaching practice of other teacher practitioners; and
- 50 hours in which the teacher candidate participates in activities such as
 - attendance at meetings of teachers,
 - development of course materials,
 - student interviews,
 - industry liaison and consultation with external authorities and enterprises; and
- 50 hours of other teaching related activities which may involve further directly supervised teaching practice or further teaching observations or participation in other professional teaching activities.

The teaching practice of the teacher candidate must involve delivery in classroom-based instruction, off-campus, workplace and on-line.

The entire supervised teaching practice must be fully documented and evaluated by the institution conferring the qualification. The teacher candidate will be expected to provide evidence of compliance with these requirements for supervised teaching practice, e.g. teaching journal, supervisor evaluation of lesson plans and the institution/s where the practice occurred will be expected to certify the teacher candidate's compliance.

Teachers in non-Vocational Education

An AQF 5 or AQF 6 and above teacher qualification which does not include studies in adult learning teaching methodology or studies in teaching other than in a Vocational Education environment or studies in applied research **may** be acceptable having regard to the teaching experience of the qualification holder and the areas in which the holder may be required to teach. Any such qualification must still meet the supervised teaching practice component of the approved teaching qualifications requirements.

Transitional arrangements

1. Teachers with existing employer approved qualifications

Where an existing teacher candidate has commenced or has completed the requirements of a course of teacher training on the formalised understanding of their employer that, such completion satisfied the requirements for incremental progression but, that course does not satisfy the requirements for the approved AQF 5 and AQF 6 or above qualification outlined above, the teacher will be permitted to translate into the appropriate level on the new classification structure and increment through that relevant 'band' subject to enrolment in and successful progress in an approved teaching qualification and the requirements of the Performance and Development process in this agreement outlined in clause 20.2 of this Agreement.

2. Teachers with non-approved teaching qualifications

Where an Employee holds qualifications which do not satisfy the approved teaching qualifications requirements above the Employee will be permitted to translate to the appropriate level on the new classification level but incremental progression will be dependent upon enrolment in and successful progress in an approved teaching qualification and meeting the requirements of the Performance and Development process in clause 20.2 of this Agreement.

3. Existing Senior Educators

Where an existing Senior Educator does not hold an approved teaching qualification as set out above the Employee will be permitted to translate to the appropriate level in the new classification structure.

Any person's application for recognition of prior learning or recognition of current competence shall be measured against all the approved teaching qualification requirements of this schedule.

Schedule 5 – Dictionary

In this agreement:

1. **Agreement** means this enterprise agreement;
2. **Approved Qualification** means a qualification set out in Schedule 4;
3. **AQF** means the Australian Qualifications Framework;
4. **Base Rate of Pay** has the meaning given by section 16 of the FW Act;
5. Child of an Employee means:
 - a) someone who is a child of the Employee within the meaning of the *Family Law Act 1975* (Cth);
 - b) an adopted child or stepchild of the Employee;
 - c) For the purposes of clause 37 ('Parental Leave'):
 - i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - i. who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - ii. has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - iii. is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse;
6. **Commission** means the Fair Work Commission or its successor;
7. **Continuous Service** for the purposes of clause 38 means the same as "Continuous Employment" does in the *Long Service Leave Act 1992* (Vic) (or its successor) and elsewhere has the same meaning as in the *Fair Work Act 2009* (Cth);
8. **De Facto Partner** means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former De Facto Partner of the Employee;
9. **Eligible Casual Employee** for the purposes of clause 37 ('Parental Leave') means a casual Employee:
 - a) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - b) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis;
10. **Emergency Service** includes Country Fire Authority, Rural Fire Service, State Emergency Service, Coast Guard, St John Ambulance;
11. **Employee** means:
 - a) an employee of an Employer engaged in a classification set out in Schedule 3 who teaches, manages, coordinates and/or develops accredited and non-accredited programs that are:
 - b) Vocational education and training programs leading to qualifications recognised at AQF levels 1 to 6 (Advanced Diploma) and level 8 (VET Graduate Certificate and VET Graduate Diploma);
 - c) English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages programs (TESOL);
 - d) Languages Other Than English programs (LOTE);
 - e) English language, literacy and numeracy programs;
 - f) English language teaching in migrant education programs;

- g) Community and adult education programs not leading to qualifications recognised by the AQF;
- h) Foundation studies or bridging courses where the program or course is preparatory to or articulates with programs of teaching leading to higher education qualifications recognised within the AQF;
- i) Victorian Certificate of Applied Learning (**VCAL**); and/or
- j) Victorian Certificate of Education (**VCE**);

but does not include:

- a) an employee of an Employer for whom the majority of their teaching, management, coordination and/or development work is in undergraduate and/or postgraduate programs leading to the conferring of degrees or other higher education qualifications recognised within the AQF levels 6 (Associate Degree) to 10, other than in respect of vocational education and training programs leading to qualifications recognised at AQF level 6 (Advanced Diploma) and level 8 (VET Graduate Certificate and VET Graduate Diploma); or
- b) an Industrial Skills Instructor; or
- c) an employee of an Employer who holds a position that is classified as, or equivalent to, a CEO position or Executive position pursuant to Ministerial Directions or Orders issued under the *Education and Training Reform Act 2006* (Vic);

12. **Employer** means Federation University Australia;

13. **Immediate Family** means:

- a) a Spouse, De Facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- b) a child, parent, grandparent, grandchild or sibling of a Spouse or De Facto Partner of the Employee.

14. **Industrial Skills Instructor** means a person employed to provide instruction in a course of study only:

- a) for a licence issued pursuant to the Occupational Health and Safety Act 2004 (Vic) or successor legislation;
- b) for a licence to operate a vehicle issued pursuant to the Road Safety Act 1986 (Vic) or successor legislation;
- c) for a licence or certificate of competency issued pursuant to the Marine Safety Act 2010 (Vic) or successor legislation; or
- d) in the safe operation of machinery for timber felling which is subject to standards issued by Standards Australia.

15. **FW Act** means the *Fair Work Act 2009* (Cth);

16. **National Employment Standards** or **NES** means the National Employment Standards contained in the FW Act.

17. **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn, the initial primary carer of a newly adopted child or the legal parent of a child (or children, as the case may be) under a surrogacy arrangement;

18. **Relevant Employees** for the purposes of clause 9 means Employees who may be affected by a change referred to in clause 9a) including Employees who are on approved leave;

19. **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver;

20. **Spouse** includes a former spouse;

21. **Teaching** in relation to a particular teacher means rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required for curricular or pastoral functions involving student supervision, student counselling and consultation;

22. **Union** means an employee organisation that was a bargaining representative for the Agreement and that has given written notice to the Commission under section 183 of the FW Act stating that the organisation wants the Agreement to cover it;
23. **Unsocial Hours** has the meaning given by clause 28.3;
24. **2009 Agreement** means the Victorian TAFE Teaching Staff Multi-Business Agreement 2009; and
25. **2015 Agreement** means the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015.

