



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian TAFE Association Incorporated T/A Victorian TAFE Association
(AG2018/5071)

VICTORIAN TAFE TEACHING STAFF AGREEMENT 2018

Educational services

COMMISSIONER CRIBB

MELBOURNE, 12 OCTOBER 2018

Application for approval of the Victorian TAFE Teaching Staff Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Victorian TAFE Teaching Staff Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian TAFE Association Incorporated T/A Victorian TAFE Association. The agreement is a multi-enterprise agreement.

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

[3] The National Tertiary Education Industry Union (NTEU) and Australian Education Union (AEU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers both of these organisations.

[4] The Agreement was approved in Chambers on 12 October 2018 and, in accordance with s.54 of the Act, will operate from 19 October 2018. The nominal expiry date of the Agreement is 11 October 2022.



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VICTORIAN TAFE TEACHING STAFF AGREEMENT 2018

ARRANGEMENT OF THIS AGREEMENT

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A. ABOUT THIS AGREEMENT

1. Title and definitions

- 1.1 The Agreement will be known as the "Victorian TAFE Teaching Staff Agreement 2018".
- 1.2 Words and phrases with a specific meaning are defined in the Dictionary in Schedule 6.

2. Application and Parties Bound

- 2.1 The Agreement will apply to and be binding upon:
 - (a) the Employees; and
 - (b) the Employers; and
 - (c) Any Union noted by the Fair Work Commission in the Notice of Approval.

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.

B. COMMUNICATION

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 Employer will convene an MEA Implementation Group (**MEAIG**) that:

- (a) ensures that the Union is 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 Employer 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 Employer representatives and at least two Union representatives; and
- (c) will meet regularly or as required, within ordinary hours.
- (d) the Employer will provide time and resources for the MEAIG to perform its role.

9. Consultation over major changes and changes to rosters

9.1 This clause applies if an Employer:

- (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 9.1(a)

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

- (a) the Employer must notify the Relevant Employees and their Union as soon as practicable after the Employer 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 Employer of the identity of the representative;

the Employer must recognise the representative.

9.5 The Employer must:

- (a) discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate 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 Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.7 The Employer 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 Employer, the requirements set out in sub-clauses 9.1(a), 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 Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain 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 Employer; or
- (g) the restructuring of jobs.

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

9.10 For a change referred to in clause 9.1(b):

- (a) the Employer 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 Employer of the identity of the representative;

the Employer must recognise the representative.

9.13 The Employer 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 Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer 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 Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.15 The Employer 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.

10. Dispute resolution

Disputes

10.1 Unless otherwise provided for in the Agreement, a dispute about a matter arising under the Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether an Employer had reasonable grounds to refuse a request for flexible working conditions under the National Employment Standards or an application for extended family leave under the National Employment Standards as well as a dispute about workload.

10.2 The Employer or an Employee may choose to be represented at any stage by a representative, including an employer 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 Employer of this concern and has not unreasonably failed to comply with a direction by the Employer 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 Employer, 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 Employer.

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 Employer appointed for the purposes of this procedure.

Internal processes

10.10 There will be two alternative internal dispute resolution processes established by the Employer.

10.11 The first will deal with disputes arising out of this Agreement or the National Employment Standards.

These disputes will be dealt with by a Dispute Settlement Committee (DSC) consisting of two nominees of the Employer, and two nominees of the Employee (excluding family members or legal practitioners) one of whom may be an officer of the Union entitled to represent the interests of the Employee.

10.12 The DSC will be a committee of the Employer and will determine its own procedures to consider the dispute but will be required to report to the Employer 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.

- 10.13 On receiving the report from the DSC, the Employer will indicate in writing to the DSC and the parties to the dispute whether the recommendations of the DSC have been accepted or not within ten working days of receiving the report.
- 10.14 The second internal dispute resolution process will only consider disputes relating to workload. For these disputes, the Employer will establish a panel whose task it will be to examine the workload issues in dispute and make recommendations to the Employer.
- 10.15 The Workload Dispute Panel (WDP) will consist of:
- (a) The Director, Human Resources, however so named at the Employer;
 - (b) A nominee of the Employer who is not, and cannot be seen to be, a party to the dispute;
 - (c) A peer of the Employee(s) who is not, and cannot be seen to be, a party to the dispute.
- 10.16 The provisions applying in sub-clauses 10.2 to 10.9 will apply to this process except that WDP replaces DSC wherever occurring.
- 10.17 In considering a dispute the WDP 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 Employer 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.
- 10.18 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.
- 10.19 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 a DSC.
- 10.20 The procedures for both 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) any views on the composition of the DSC or WPD as appropriate will be considered by the Employer

- (d) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

Disputes of a collective character

- 10.21 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.
- 10.22 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

- 10.23 Where a dispute is referred for conciliation, a member of the Commission may arrange for whatever process the member considers may assist in resolving the dispute to occur.
- 10.24 Conciliation before the Commission will be regarded as completed when:
- (a) the parties to the dispute have informed the Commission member they have reached agreement on the settlement of the dispute;
 - (b) or the member of the Commission conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
 - (c) the parties to the dispute have informed the Commission member that there is no likelihood of agreement on the settlement of the dispute.

Arbitration

- 10.25 If the dispute has not been settled when conciliation has been completed, either party to the dispute may request that the Commission proceeds to determine the dispute by arbitration.
- 10.26 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.
- 10.27 Subject to sub-clause 10.28, the determination of the Commission is binding upon the parties to the dispute.
- 10.28 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

- 10.29 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.

C. WORKING ARRANGEMENTS

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

- (a) 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.
- (b) The entitlements in this Agreement apply on a pro rata basis to part-time Employees.
- (c) An Employer 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 standard mode of employment for an Employee is ongoing. However some fixed term or casual employment will be necessary.

12.2 An Employer may engage an Employee in one of the following modes of employment:

- (a) ongoing employment on a full-time or part-time basis; or
- (b) fixed-term employment on a full-time or part-time basis as provided for in sub-clause 12.3;
- (c) casual employment as provided for in sub-clause 12.4.

12.3 Employees employed in a position or vacancy created on or after the commencement of this Agreement, may only be employed fixed term for the following reasons:

- (a) When 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) When 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 Employer to the Employee.
- (c) When 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.
- (d) When the Employer can demonstrate that should a person not be employed fixed term an excess staffing situation will arise.
- (e) Any other reason specifically agreed by the Employer and the Union.

12.4 A casual Employee may be engaged where the employment:

- (a) Is of short duration;

- (b) Is intermittent;
- (c) Is irregular;
- (d) Is informal;
- (e) Has no reasonable expectation of continuing employment;
- (f) Lacks advance commitment or certainty as to the duration of the Employee's employment;
- (g) Has fluctuating hours; and/or
- (h) Is subject to a freedom to accept or reject engagements without disapproval (provided that reasonable notice is given).

12.5 Where an Employee is engaged as a casual Employee they will be paid by the hour.

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 or where there is not a suitable ongoing vacancy available, engaged as a fixed term employee in accordance with clause 12.

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 Subject to clause 12.9, an Employee may be engaged on a casual basis for a maximum period of 13 weeks within a 12 month period.

12.9 An Employee may be engaged as a casual Employee for longer than 13 weeks, if the Employee is a genuine industry expert:

- (a) The Employee is an expert in their field; and
- (b) The Employee's skills are in demand and the Employee is unable to commit to regular employment with the Employer.

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

12.11 An Employer must roster a casual Employee for a minimum of three consecutive hours on each occasion they work.

12.12 A casual Employee may teach a maximum of 21 hours in any given week of employment or by mutual agreement up to 40 hours of teaching in a two week period.

12.13 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 to ongoing employment

13.1 The Employer will offer ongoing employment to an Eligible Employee where a suitable ongoing position is available.

13.2 The Employer will conduct a review of fixed term and casual Employees in April of each year or such other time as agreed by the Employer 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.

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

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

13.5 Where there are ongoing positions available and an equal number of Eligible Employees suitable for the positions the Eligible Employees will be converted to ongoing employment in those positions.

13.6 Where there are more Eligible Employees than suitable positions available the Employer will utilise the Employer's normal selection process that assess Eligible Employees against the requirements of the positions to determine the Eligible Employees to be appointed to the ongoing positions.

13.7 Where the Employer determines that there is no suitable vacancies for an Eligible Employee the reasons for the decision of the Employer must be in writing and consistent with one or more of the reasons in clause 12.3 of this Agreement.

13.8 Nothing in this clause prevents:

- (a) The Employer offering ongoing employment to fixed term or casual employees at any time;
- (b) An Eligible Employee making an application for conversion at any time provided that all Eligible Employees within the applicant's area are also considered in the determination of that application, consistent with sub-clause 13.6.

13.9 The Employer will offer ongoing employment to Eligible Employees:

- (a) Within 2 weeks of the review for Eligible Employees appropriate to sub-clause 13.5;
- (b) Within 6 weeks of the review for the successful Eligible Employees appropriate to subclause 13.6 above.

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

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

14.1 On appointment the Employer will 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 Institute, 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 Employer for a temporary adjustment of their position time fraction. The Employer 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 Employer.
- 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 Employer will bring such cases to the attention of the MEAIG 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 Employer to avoid its responsibilities and obligations under this agreement.

17. Occupational Health and Safety

- 17.1 The Employer 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 Employer acknowledges its obligations under Occupational Health and Safety legislation, regulations, codes of practice and guidelines.

D. PAY AND CLASSIFICATIONS

18. Rates of pay

18.1 With effect from 1 May 2018 the Employer 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. Within 28 days of this Agreement commencing to operate, the Employer will pay any adjustment to Employees that is required to give effect to this clause. For the avoidance of doubt, only Employees who remain employed on the date that this Agreement commences to operate will be entitled to back pay in accordance with this clause.

18.2 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 Employer in accordance with Schedule 3. For the avoidance of doubt, this will not prevent an Employer 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 MEAIG.
- 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 Employer 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 Employer 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 Employer 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 their Employer to pay a specified amount from their post-taxation wages into the same superannuation fund as the Employer makes the superannuation contributions provided for in subclause 21.3.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer 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 Employer is required to make the superannuation contributions to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions to one of the following superannuation funds or its successor:
 - (i) AustralianSuper;
 - (ii) Statewide Superannuation Trust;

- (iii) UniSuper Limited;
- (iv) VicSuper;
- (v) any superannuation fund to which the Employer 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 Employer 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 A higher duties allowance will be paid where an Employee is required by the Employer to undertake all or part of the duties of a higher classified position for:

- (a) a period longer than five consecutive working days; or
- (b) where the Employee works in the higher classified position on a regular and systematic basis.

23.2 The level of the allowance will be in proportion to the extent of the higher duties performed and will be calculated on the first increment of the higher position.

23.3 An Employee is entitled to payment of a higher duties allowance during any period of paid leave that occurs during the period of the higher duties assignment.

24. Accident make up pay

24.1 Where an absence from duty results from an injury which is the subject of a claim for compensation under the *Workplace Injury, Rehabilitation and Compensation Act 2013 (Vic) (WIRCA)* as amended or replaced, or any predecessor legislation, the Employee is entitled to personal leave on full pay equivalent to any personal leave credits accrued at the time of application for personal leave.

24.2 Where liability is subsequently accepted in accordance with the WIRCA, the Employee will have any personal leave taken in respect of that injury re-credited.

24.3 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments under the WIRCA, the Employee will be entitled to accident make up pay equivalent to the Employee's normal weekly salary less the amount of weekly compensation. The maximum period of accident make up pay is a continuous period of 52 weeks, or an aggregate of 52 weeks, in respect of the compensable injury.

24.4 An Employee is not entitled to access personal leave with pay while receiving compensation payments for the same hours under the WIRCA.

24.5 Any period of time during which make-up pay is paid will count as service for all purposes as if the Employee had not sustained an injury or incapacity. Accordingly, the Employee continues to accrue annual

leave, personal leave and long service leave while in receipt of accident make-up pay as they were accruing such leave immediately prior to commencing accident make-up pay.

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 Employer and, when required by the Employer, 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 Employer 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 Employer 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 Employer.

E. HOURS OF WORK AND ALLOCATION OF DUTIES

26. Commencement

26.1 The provisions in this Part E 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 Employer 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 Employer will be deemed to have been taught.

27.5 Subject to the provisions of the Agreement, an Employer 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 Employer'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 Employer will not roster an Employee to work:

- (a) If it results in the Employee having less than 10 hours break between shifts;
- (b) In broken shifts; 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 Employer allow the Employee to commence or finish duties at times of the day that are suitable to the special circumstances. The Employer 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 Employer.

28.3 If an Employee is allocated teaching duties during the following periods (**Unsocial Hours**):

- (a) 6:00am to 8:00am, Monday to Friday;

- (b) 8:00pm to 10:00pm, Monday to Friday;
- (c) 9:00am to 5:00pm on Saturday,

the Employer 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 Employer will seek volunteers. If the Employer has insufficient volunteers to work the required Unsociable Hours, the Employer may allocate Unsociable Hours to an Employee in their work plan, provided that the Employer 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 Employer, 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 An Employer 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 Employer's request is reasonable or an Employee's refusal is unreasonable the principles of the criteria outlined below will be considered:

- (a) Any risk to the Employee's health and safety from working the overtime;
- (b) The Employee's personal circumstances, including family responsibilities;
- (c) The needs of the Employer;
- (d) The notice (if any) given by the Employer for the Employee to work the overtime;
- (e) The notice (if any) given by the Employee of the intention to refuse to work overtime;
- (f) The usual patterns of work at the Employer;
- (g) The nature of the Employee's role and level of responsibility;
- (h) 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 An Employee will not be required to work for more than five hours without being allowed a meal break of at least 30 minutes up to a maximum of one hour. The lunch break will be taken between 11:30am and 2:30pm and the evening meal break will be taken between 5:00pm and 7:00pm.

30.2 An Employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four consecutive hours of overtime worked.

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 Employer and the Employee is required for attendance beyond these limits. The Employer 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, an Employer 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 Employer to Employees; or
- (b) In order to assist an Employer with compliance duties in the event that a regulator requires an audit to be conducted urgently, provided that the Employer provides at least 48 hours' notice.

31.3 An Employee may only refuse an Employer'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.

32.2 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 Employer 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 Employer 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 32.5(a)(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 employer.

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 Employer 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 Employer and Employee cannot complete an agreed work plan under clause 32.3 a default work plan will be set by the Employer 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 Employer 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 Employer 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 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 Employer's request to perform excess teaching duties. In determining whether the Employer's request is reasonable or a 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 Employer 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 Employer'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 Employer 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 32.5(a)(ii) and 32.10(a)(ii) (as the case may be). An Employee may agree to utilise all or part their allocations that would otherwise be applied under clauses 32.5(a)(ii) and 32.10(a)(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.

F. LEAVE AND PUBLIC HOLIDAYS

34. Annual leave

34.1 A full-time Employee is entitled to 4 weeks' (152 hours) paid annual leave per year of service. This entitlement accrues progressively and accumulates from year to year.

34.2 Annual leave will be taken as mutually agreed between the Employer and the Employee having regard to the operational needs of the Employer and the following conditions:

- (a) Taking Leave: A request for leave will not be unreasonably refused.
- (b) Close down: An Employer may specify up to one close-down period each year, during which the Employer will be closing down its operations. For this period, an Employer may require an Employee to take annual leave up to a maximum of 5 days.
- (c) Excessive leave accruals
 - (i) 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.
 - (ii) If an Employee has an Excessive Leave Accrual, the Employer will notify the Employee of the Excessive Leave Accrual and request a plan be developed in consultation with the relevant Employer 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
 - (iii) If a plan is unable to be developed and agreed upon the Employer may direct the Employee to take a period of leave that will reduce the Employee's leave balance to 20 days. The Employer must provide the Employee with at least 8 weeks' notice of when the leave is to commence.
- (d) Annual leave in advance
 - (i) An Employer and Employee may agree in writing to the Employee taking a period of annual leave before the Employee has accrued an entitlement to the leave.
 - (ii) An agreement must:
 - state the amount of leave to be taken in advance and the date on which the leave is to commence; and
 - be signed by the Employer and Employee.

The Employer must keep a copy of the agreement.

34.3 If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of annual leave already taken in accordance with this clause, the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of the part of the period of annual leave taken in advance to which an entitlement has not been accrued.

34.4 Annual leave accrued but not taken at the time of termination of the Employee's employment will be paid in full to the Employee at that time.

35. Annual leave loading

35.1 An annual leave loading of 17.5% of 4 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 the first pay in December of each year, or such other date as may be determined by the Employer, in respect of the calendar year 1 December to 30 November.

35.4 Upon termination of employment with the Employer an Employee will be paid the annual leave loading on a pro rata basis.

36. Personal/carer's leave

36.1 The provisions of this clause apply to full time and part time employees. Refer to sub-clauses 36.6 to 36.8 for the entitlements of casual Employees.

Amount, use and accumulation of personal/carer's leave

36.2 A full-time Employee is entitled to 15 days' (114 hours) paid personal/carer's leave per year of service. This entitlement accrues progressively and accumulates from year to year.

36.3 Paid personal/carer's leave will be available to an Employee when they are absent because of:

- (a) personal illness or injury; or
- (b) personal illness or injury of an Immediate Family or household member who requires the employee's care or support; or
- (c) an unexpected emergency affecting an Immediate Family or household member; or
- (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not wholly or substantially on a commercial basis.

Absence on public holidays

36.4 If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

Unpaid personal/carer's leave

36.5 Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in sub-clauses 36.3(c) and 36.3(d). The Employer and the Employee may agree on the period of unpaid leave. In the absence of an agreement the Employee is entitled to take two days' unpaid carer's leave for each occasion.

Casual Employees — caring responsibilities

36.6 A casual Employee is entitled to be unavailable to attend work or to leave work:

- (a) if the casual Employee needs to care for a member of the Immediate Family or household of the Employee who are sick and require care or support, or who require care due to an unexpected emergency or the birth of a child; or
- (b) upon the death in Australia of an Immediate Family or household member.

36.7 The Employer and the casual Employee may agree on the period for which the casual Employee will be unavailable to attend work. In the absence of an agreement the casual Employee will be entitled to not attend work for up to two days per occasion. The casual Employee is not entitled to any payment for the time they do not attend.

36.8 The Employer may require the casual Employee to provide satisfactory evidence to support the entitlement to not attend.

Notice and evidence requirements

36.9 An Employee must give the Employer notice of taking leave under this clause. The notice:

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

36.10 The Employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is for a reason specified in clause 36.3.

Requirement to attend a medical practitioner

36.11 Where an Employee has been on personal leave for at least 6 weeks or in any other case, the Employer reasonably believes that an Employee's state of health may make the Employee a danger to themselves or other Employees, students or other persons at the workplace, the Employer may require the Employee to absent themselves from duty on personal leave until a registered medical practitioner approved by the Employer examines the Employee and provides a report to the Employer.

36.12 The direction by the Employer under sub-clause 36.11 of this clause must not be for a period of more than 10 working days unless the Employee unreasonably refuses to attend a medical examination. When this occurs the Employer may direct the Employee to absent themselves from duty on personal leave until the Employee attends the medical examination.

36.13 If the medical report discloses that the Employee is unfit for duty, the Employee will be granted such further personal leave as the medical report indicates is necessary.

36.14 If the medical report discloses that the Employee is fit for duty, or the Employer is otherwise satisfied that the Employee is fit to resume duty, the personal leave debited as a result of a direction under this clause will be restored and the Employee repaid any salary or wages lost as a result of the direction.

Recognition of prior service for personal leave

36.15 The Employer will recognise the cumulative personal leave credits from the immediate prior employment at any Victorian TAFE Institute, Victorian University or Victorian public sector entity that recognises TAFE service (or any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment).

36.16 Any claim for recognition of cumulative personal leave must be made within six months of the date of appointment.

36.17 For the avoidance of doubt, any service recognised prior to the commencement of this clause is not disturbed by this clause.

37. Compassionate leave

Entitlement

37.1 An Employee, other than a casual Employee, is entitled to 3 day's paid compassionate leave on each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

Taking compassionate leave

37.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's Immediate Family or household who is suffering from a personal illness, or sustained the personal injury referred to in sub-clause 37.1(a); or
- (b) after the death of the member of the Employee's Immediate Family or household.

37.3 An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.

37.4 Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

Payment for compassionate leave (other than for a Casual Employee)

37.5 Upon satisfactory notice and evidence, the Employer will grant compassionate leave for up to three days without loss of pay to any Employee on each permissible occasion as described in clause 37.1.

Unpaid Compassionate Leave

37.6 An Employee, including a casual Employee may take unpaid compassionate leave by agreement with the Employer.

37.7 In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted paid and unpaid leave in relation to the death of a member of their immediate family or extended family.

Notice and evidence requirements

37.8 An Employee who is taking Compassionate Leave under this clause must give notice to the Employer as soon as practicable (which may be at a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.

37.9 An Employee who has given the Employer notice of taking Compassionate Leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person the leave is taken for a permissible occasion in circumstances specified in clause 37.1.

38. Parental leave

Summary of parental leave entitlements

38.1 Parental leave entitlements in this clause are summarised in the following table:

| | 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 |

Entitlement to paid and unpaid parental leave

38.2 Employees, including Eligible Casual Employees, are entitled to unpaid parental leave in accordance with the National Employment Standards. The entitlements set out in this clause are supplementary to the entitlement under the National Employment Standards.

38.3 An Employee, other than a Casual Employee, who is entitled to take parental leave under the National Employment Standards is entitled to take a portion of the leave as paid leave in accordance with the following:

- (a) If the Employee is a Primary Caregiver, 14 weeks' paid parental leave; and
- (b) If the Employee is a Secondary Caregiver, 2 weeks' paid parental leave.

38.4 Only one parent can receive Primary Caregiver paid parental leave entitlements in respect of the birth or adoption of their Child. An Employee cannot receive Primary Caregiver paid parental leave entitlements:

- (a) if the Employee's Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child.
- (b) if the Employee's Spouse has received, or will receive, paid maternity leave, Primary Caregiver entitlements, or a similar entitlement, from the Spouse's Employer; or
- (c) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

38.5 Only one parent can receive Secondary Caregiver paid parental leave entitlements in respect of the birth or adoption of their Child.

38.6 An Employee, other than a Casual Employee, will be entitled to up to 52 weeks' unpaid parental leave subject to complying with the notice and evidence requirements set out in the NES regardless of their period of service.

Calculation of pay for the purposes of parental leave

38.7 The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the preceding three years. The calculation will exclude periods on unpaid parental leave.

38.8 The average number of weekly hours worked by the Employee, determined in accordance with sub-clause 38.7, will then be applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on paid parental leave.

38.9 Despite sub-clause 38.7, an Employee who reduces their time fraction to better cope during pregnancy will not have their subsequent paid parental leave reduced by the effect of that reduction.

Half pay

38.10 The Employee may elect to take any paid parental leave entitlement at half of the pay calculated by the application of this clause for a period equal to twice the period to which the Employee would otherwise be entitled

Commonwealth paid parental leave

38.11 Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

Returning to work at a reduced time fraction

38.12 An Employee may request to return to work at a reduced time fraction until the Child reaches school age in order to assist the Employee in reconciling work and parental responsibilities. After the Child reaches

school age the Employee will resume their substantive time fraction unless the Employee and Employer agree otherwise.

38.13 Where an Employee wishes to make a request under sub-clause 38.12 such a request must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

Consultation and communication during parental leave

38.14 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace the Employer will take reasonable steps to ensure that the Employee is included in the processes described in clause 9.

38.15 It is the Employee's responsibility to notify the Employer of any change of address or other contact details which might affect the Employer's capacity to comply with sub-clause 38.14.

38.16 The Employee will take reasonable steps to participate in discussions with the Employer and to respond to the Employer's written documentation about the significant change as indicated in clause 9.

Extended family leave

38.17 An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid extended family leave as a continuous extension to the parental leave taken in accordance with this clause.

38.18 The Employee under this subclause must make an application for extended family leave each year.

38.19 The Employee is not entitled to paid parental leave whilst on extended family leave.

38.20 Upon return to work the Employer may reallocate the Employee to other duties.

Replacement Employees

38.21 Before an Employer engages a person to replace an Employee on parental leave the Employer must inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

39. Long service leave

Ongoing and fixed-term Employees

39.1A full-time Employee accrues long service leave at the rate of 1.3 weeks for each completed year of Continuous Service with the Employer and will be entitled to access the long service leave entitlement, on a pro rata basis, after 7 completed years of Continuous Service with the Employer.

39.2An Employee with 7 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.

39.3Where an Employee with 4 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 Employer 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; or
- (c) where the Employee has been in receipt of a payment at a higher classification or higher level for a period of 3 or more months at the time the long service leave is to commence and payment at the higher classification or higher level would have continued but for the Employee taking long service leave, at that classification or remuneration level.

39.5 An Employee may request and the Employer 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 Employer provided that a minimum of 6 months' notice of taking leave must be provided unless otherwise agreed between the Employer 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 Employer may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:

- (a) The Employer 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 Employer 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 Employer 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 sector entity that recognises TAFE service (or any other previous employer as may be agreed between the Employee and the Employer 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 employer or for which an Employee has an entitlement for payment in lieu by a previous employer; 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 Employer 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 1992* (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 that is causing or threatens to cause damage or injury to life, property or stock. The Employer 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 applies to casual Employees who would have continued to be engaged but for the emergency response. For this class of Employee, where no loss of wages would have occurred, the entitlement of the Employee will be that of a right to return to their former position.

41. Court Attendance leave

41.1 An Employee required to appear and serve as a juror in any court will be granted leave at the Base 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 serving as a juror during their ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

42. Family violence leave

Introduction

- 42.1 Employers respondent to this Agreement recognise that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employers are committed to providing support to Employees who experience family violence.
- 42.2 Leave for family violence purposes is available to Employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.
- 42.3 Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008 (Vic)*.
- 42.4 Family violence leave is available to all Employees with the exception of casual Employees. Casual Employees are entitled to leave without pay for family violence purposes.

General Measures

- 42.5 Evidence of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or lawyer. A signed statutory declaration can also be accepted as evidence.
- 42.6 All personal information concerning family violence will be kept confidential consistent with the relevant Employer's policies and appropriate legislation. No information will be kept on the Employee's personnel file without the express written permission of the Employee.
- 42.7 No adverse action will be taken against an Employee if the Employee's attendance or performance at work suffers as a result of experiencing family violence.
- 42.8 Employers will identify contacts within each Institute who will be trained in family violence and associated privacy issues. Employers will advertise the names of family violence contacts within the Institute.
- 42.9 An Employee experiencing family violence may raise the issue with the immediate supervisor, a family violence contact, Union delegate or Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see Human Resources or family violence contact.
- 42.10 Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 42.14 to 42.17 below inclusive.
- 42.11 Employers will develop guidelines to supplement these family violence provisions and which detail the appropriate action to be taken in the event that an Employee reports family violence.
- 42.12 An Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence. This leave is not cumulative but if leave is exhausted consideration will be given to providing additional leave. This leave will be in addition to existing

leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

42.13 An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany the person to court, to hospital or to care for children. The Employer may require evidence consistent with clause 42.5 from an Employee seeking to utilise the personal/carer's leave entitlement.

Individual Support

42.14 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

- (a) temporary or ongoing changes to the span of hours or pattern of hours and or shift patterns;
- (b) temporary or ongoing job redesign or changes to duties;
- (c) temporary or ongoing relocation to suitable employment;
- (d) a change to the telephone number or email address to avoid harassing contact;
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

42.15 Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

42.16 An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local support resources. The EAP will include professionals trained specifically in family violence.

42.17 An Employee who discloses that they are experiencing family violence will be given information regarding current support services.

43. Defence reserve service leave

43.1 An Employee required to complete Defence Reserve Service may be granted leave for up to 4 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 2 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 Employer may refuse or grant as leave subject to all the circumstances.

43.5 The Employee will consult with the Employer regarding the proposed timing of the leave and will give the Employer 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 Employer 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

NAIDOC Week Leave

44.1 An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

44.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

Leave to attend Aboriginal community meetings

44.3 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Leave to attend Annual General Meetings of Aboriginal community organisations

44.4 The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Ceremonial leave

44.5 Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

- (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
- (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

44.6 Where ceremonial leave is taken for the purposes outlined in clause 44.5(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

44.7 Ceremonial leave granted under this clause 44 is in addition to compassionate leave granted under clause 37.

45. Study leave

45.1 An Employee may be granted study leave or industry release in accordance with Institute policy to obtain formal qualifications and skills that are directly related to progression through the qualification-based career path. Such leave may be granted on a paid or unpaid basis.

45.2 Applications for such leave will not be unreasonably refused.

46. Sabbatical leave

46.1 On application, the Employer may grant an Employee sabbatical leave of one year every 5 years on 80% salary subject to the Employee agreeing to have their annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.

46.2 Unless otherwise agreed the leave will be taken immediately following the completion of the relevant work period during which the salary was reduced.

46.3 Sabbatical Leave will count as service for all purposes.

47. Public holidays

47.1 An Employee, other than a Casual Employee, is entitled to be absent on a Public Holiday without loss of pay. A Casual Employee is entitled to be absent on a Public Holiday without pay.

47.2 The following are Public Holidays:

(a) Each of the following days:

(i) New Year's Day (1 January);

(ii) Australia Day (26 January);

(iii) Labour Day (Victoria);

(iv) Good Friday;

(v) Easter Saturday;

(vi) Easter Monday;

(vii) ANZAC Day (25 April);

(viii) Queen's Birthday;

(ix) Melbourne Cup Day;

(x) Christmas Day (25 December);

(xi) Boxing Day (26 December); and

(b) any other day, or part-day, declared or prescribed by or under a law of Victoria to be observed generally within Victoria, or a region of Victoria, as a public holiday.

47.3 If, under (or in accordance with a procedure under) a law of Victoria, a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday because of sub-clause 47.2(b), then the substituted day or part-day is instead the Public Holiday.

47.4 Subject to agreement between the Employer and a majority of affected Employees, a Public Holiday other than a day prescribed in sub-clause 47.2 or 47.3 above may be observed. If this occurs, the day agreed becomes the Public Holiday and the actual Public Holiday becomes an ordinary working day. The Employer will advise the Union in writing within seven days of any such agreement.

47.5 An Employer may request an Employee to work on a Public Holiday, if the request is reasonable.

47.6 If an Employer requests an Employee to work on a Public Holiday, the Employee may refuse the request if:

- (a) the request is not reasonable; or
- (b) the refusal is reasonable.

47.7 In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following must be taken into account:

- (a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) whether the Employee could reasonably expect that the Employer might request work on the Public Holiday;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the Public Holiday;
- (e) the type of employment of the Employee (for example, whether full-time, part-time, or casual);
- (f) the amount of notice in advance of the Public Holiday given by the Employer when making the request;
- (g) in relation to the refusal of a request--the amount of notice in advance of the Public Holiday given by the Employee when refusing the request;
- (h) any other relevant matter.

G. Redundancy Process and Entitlements

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 Employer will adopt the following process to identify Employees in excess of Employer requirements and therefore to be considered for selection.

48.3 Subject to satisfying the requirements of clauses 8 and/or 9 the Employer will convene meetings of potentially affected Employees to seek volunteers. The Employer 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 Employer's continuing function.

48.4 Where insufficient volunteers or too many volunteers are forthcoming, the Employer 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 Employer; 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 Employer requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.

48.6 Subject to this clause, the parties agree that Employer 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 an Employer 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 |

H. Freedom of Association

49. Trade union training leave

49.1 Employees shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 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:

- (a) 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
- (b) The release of the Employee does not cause undue inconvenience to the Employer.

49.3 Leave granted under this clause:

- (a) will 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) will count as service for all purposes.

49.4 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. Induction

50.1 At the point of engagement or during induction, Union representatives will have the opportunity to provide a document to encourage new Employees to join a Union that has the right to represent them and their industrial interests.

51. Leave To Attend Trade Union Council Meetings

51.1 Australian Education Union state councillors will be given up to 8 days leave in any one calendar year to attend union council meetings or alternative. Five of these days are to be deducted from the Employee's trade union training leave taken under clause 49.

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 employer/employee relationship.

52.2 The Employer 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.

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

53. AEU Union Representatives Time Allowance

53.1 Australian Education Union representatives will be granted time allowances to be deducted from face to face teaching; online or by other means; and/or supervision of learning allocated in accordance with clauses 32.5(a)(i) and 32.10(a)(i). The total of time allowance allocated will be 145 hours for first 50 members plus one hour for each additional member. Union membership numbers will be confirmed annually in December of each year.

I. OTHER MATTERS

54. Individual Flexibility Term

54.1 An Employer 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 1 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 Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

54.2 The Employer 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 Employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and employee;
- (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (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 Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Employer 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 Employer 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 Employer 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, Employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.

55.3 In such cases, the written agreement between the Employer and the Employee will specify:

- (a) the period for which the agreement will operate;
- (b) the overall total or flat salary and Employer 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 Employer superannuation contributions with the salary, Employer 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 Employer and Employee to consider the proposal and seek advice.

56. Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed that counterpart.

1. Schedule 1 — rates of pay

| | | 5.40% | 2.70% | 2.70% | 2.70% | 2.70% | 2.70% | 2.70% |
|------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Current | 01-May-18 | 01-May-19 | 01-Nov-19 | 01-May-20 | 01-Nov-20 | 01-May-21 | 01-Nov-21 |
| | | | | | | | | |
| SE3 | \$93,689 | \$101,671 | \$104,416 | \$107,236 | \$110,131 | \$113,104 | \$116,158 | \$119,294 |
| SE2 | \$90,998 | \$98,748 | \$101,414 | \$104,153 | \$106,965 | \$109,853 | \$112,819 | \$115,865 |
| SE1 | \$88,305 | \$95,912 | \$98,502 | \$101,161 | \$103,892 | \$106,697 | \$109,578 | \$112,537 |
| | | \$93,073 | \$95,586 | \$98,167 | \$100,818 | \$103,540 | \$106,335 | \$109,207 |
| | | \$93,073 | \$95,586 | \$98,167 | \$100,818 | \$103,540 | \$106,335 | \$109,207 |
| T5 | \$85,613 | \$90,236 | \$92,672 | \$95,175 | \$97,744 | \$100,383 | \$103,094 | \$105,877 |
| | | \$86,889 | \$89,235 | \$91,644 | \$94,119 | \$96,660 | \$99,270 | \$101,950 |
| T4.2 | \$79,262 | \$83,542 | \$85,798 | \$88,114 | \$90,493 | \$92,937 | \$95,446 | \$98,023 |
| T4.1 | \$74,488 | \$78,510 | \$80,630 | \$82,807 | \$85,043 | \$87,339 | \$89,697 | \$92,119 |
| T3.2 | \$72,573 | \$76,492 | \$78,557 | \$80,678 | \$82,857 | \$85,094 | \$87,391 | \$89,751 |
| T3.1 | \$67,518 | \$71,164 | \$73,085 | \$75,059 | \$77,085 | \$79,167 | \$81,304 | \$83,499 |
| T2.2 | \$66,138 | \$69,709 | \$71,592 | \$73,525 | \$75,510 | \$77,549 | \$79,642 | \$81,793 |
| T2.1 | \$62,282 | \$65,645 | \$67,418 | \$69,238 | \$71,107 | \$73,027 | \$74,999 | \$77,024 |
| T1.2 | \$57,407 | | | | | | | |
| T1.1 | \$53,431 | | | | | | | |

Translation

On the date that this Agreement commences to operate, Employees will translate across from the classification structure in the 2015 Agreement (set out in the first column above) to the new classification structure (set out in the third column marked "New Structure").

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 | May-18 | May-19 | Nov-19 | May-20 | Nov-20 | May-21 | Nov-21 |
|-------------------------|---------------|--------------------|---------|---------|---------|---------|---------|---------|---------|
| Teaching | | | 5.40% | 2.70% | 2.70% | 2.70% | 2.70% | 2.70% | 2.70% |
| | | | | | | | | | |
| | | 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 |

2. 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 |
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| 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.</p> <p>Teachers classified as Teacher L.1.1 and L.2 will generally be under close supervision and guidance of a Teacher L.3.4 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</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>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 | <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</p> |

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| <p>programs.</p> <p>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>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)", and the "Senior Educator 1 Classification", the requirements and typical functions of a Education Manager 1 are consistent with the following:</p> | <p>projections and team developmental needs.</p> <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 (L 1.1 to L3.4) and the "Senior Educator 1 & Education Manager 1 & Education Classifications", the requirements and typical functions of an Education Manager 3 are consistent with:</p> | <p>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> |
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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 |
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| <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 | <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. | <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 | <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, | <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 |

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| <p>teaching strategies. * Assist in relation to the establishment, maintenance and review of teaching programs.</p> | <ul style="list-style-type: none"> • 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. • Ensure student results are completed. • Develop individualised self-paced learning materials. • Develop and implement assessment systems. | <p>alternative flexible delivery strategies.</p> <ul style="list-style-type: none"> • Initiate project development. • Provide advice on improvements to records management systems. | <p>development and implementation of course for the education and/or professional development of teachers.</p> | <p>concerning Intellectual Property</p> <ul style="list-style-type: none"> • 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 • 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 |
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| | | | | <p>students in the online environment.</p> <ul style="list-style-type: none"> • 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 (L.1 to L3.4) | Senior Educator 1 Classification | Education Manager 1 Classification | Education Manager 2 Classification | Education Manager 3 Classification |
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| <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. | <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. | <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 development 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 |

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| <ul style="list-style-type: none"> • 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. | | <ul style="list-style-type: none"> • Undertake responsibility for tenders and submissions. • Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the Institute. | <p>sustainable department</p> <ul style="list-style-type: none"> • 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 • Facilitates online access 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 |
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| | | | | <ul style="list-style-type: none"> • 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 |
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| | | | | <ul style="list-style-type: none"> • Leads teams in the research, use and application of a range of delivery and assessment strategies across teaching programs • 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. Undertake a range of administrative, coordination, and learning services activities directly related to the areas taught. | <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 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, | <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. Enable the efficient integration of delivery strategies across departmental boundaries. | <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. 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. | <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 Demonstrates knowledge and understanding of principles of statistical analysis Demonstrates awareness of theoretical principles, processes and drivers relating to |

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| | <p>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"> • 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. | <p>moral and ethical values which inform human behaviours such as:</p> <ul style="list-style-type: none"> » Decision making » Critical thinking and analysis » Modes of communication » Means of conducting negotiation » Group and individual dynamics <ul style="list-style-type: none"> • 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 |
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| | | | | <ul style="list-style-type: none"> • Demonstrates comprehensive understanding and routine application of the AQTF2010 and the VRQA Guidelines for VET providers • Demonstrates understanding and applies legal and regulatory requirements for the VET context • 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 |
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| | | | | <ul style="list-style-type: none"> • 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 • Demonstrates and applies current knowledge of federal and state regulatory requirements relevant to courses being overseen and delivered • Demonstrates current knowledge of broader |
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| | | | | <p>VET issues in the area of delivery and assessment of qualifications</p> <ul style="list-style-type: none"> • 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 1 Classification | Education Manager 1 Classification | Education Manager 2 Classification | Education Manager 3 Classification |
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| <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. • 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. | <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. • 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. | | | |

3. Schedule 3 — Commencement Salaries

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.

| | Teaching Qualifications | Teaching Experience | Vocational 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 | 2 or more years |
| L3.3 | Approved AQF 6 or above | 3 years | 2 or more years |
| L3.2 | Approved AQF 6 or above | 2 years | 2 or more years |
| L3.1 | Approved AQF 6 or above | 1 year | 2 or more years |
| L2.3 | Approved AQF 5 | 3 years | 2 or more years |
| L2.2 | Approved AQF 5 | 2 years | 2 or more years |
| L2.1 | Approved AQF 5 | 1 year | 2 or more years |
| L1.2 | Cert IV TAE | 1-2 years | 2 or more years |
| L1.1 | Cert IV TAE | 0-1 year | 2 or more years |

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 the table above (column 4) 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.

4. 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

- A. 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.
- B. 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.
- C. 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.

5. Schedule 5 — Employers

- a) Bendigo Kangan Institute.
- b) Box Hill Institute.
- c) Chisholm Institute.
- d) Federation Training.
- e) Gordon Institute of TAFE.
- f) Goulburn Ovens Institute of TAFE.
- g) Holmesglen Institute.
- h) Melbourne Polytechnic.
- i) South West Institute of TAFE.
- j) Sunraysia Institute of TAFE.
- k) William Angliss Institute of TAFE.
- l) Wodonga Institute of TAFE.

6. Schedule 6 — Dictionary

In this agreement:

- (a) *Agreement* means this enterprise agreement;
- (b) *Approved Qualification* means a qualification set out in Schedule 4;
- (c) *AQF* means the Australian Qualifications Framework;
- (d) *Base Rate of Pay* has the meaning given by section 16 of the FW Act;
- (e) *Child* of an Employee means:
 - (i) someone who is a child of the Employee within the meaning of the *Family Law Act 1975* (Cth);
 - (ii) an adopted child or stepchild of the Employee;
 - (iii) For the purposes of clause 37 ('Parental Leave'):
 - a. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - b. 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;
- (f) *Commission* means the Fair Work Commission or its successor;
- (g) *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);
- (h) *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;
- (i) *Eligible Casual Employee* for the purposes of clause 37 ('Parental Leave') means a casual Employee:
 - (i) 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
 - (ii) 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;
- (j) *Emergency Service* includes Country Fire Authority, Rural Fire Service, State Emergency Service, Coast Guard, St John Ambulance;

(k) *Employee* means:

- (i) 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:
- a. 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);
 - b. English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages programs (TESOL);
 - c. Languages Other Than English programs (LOTE);
 - d. English language, literacy and numeracy programs;
 - e. English language teaching in migrant education programs;
 - f. Community and adult education programs not leading to qualifications recognised by the AQF;
 - g. 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;
 - h. Victorian Certificate of Applied Learning (VCAL); and/or
 - i. Victorian Certificate of Education (VCE);

(ii) 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);

(l) *Employer* means an employer listed in Schedule 5 of this Agreement;

(m) *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.


(n) *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.
- (o) *FW Act* means the *Fair Work Act 2009* (Cth);
- (p) *National Employment Standards or NES* means the National Employment Standards contained in the FW Act.
- (q) *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;
- (r) *Relevant Employees* for the purposes of clause 9 means Employees who may be affected by a change referred to in clause (a), including Employees who are on approved leave;
- (s) *Secondary Caregiver* means a person who has parental responsibility for the Child but is not the Primary Caregiver;
- (t) *Spouse* includes a former spouse;
- (u) *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;
- (v) *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;
- (w) *Unsociable Hours* has the meaning given by clause 28.3;
- (x) *2009 Agreement* means the Victorian TAFE Teaching Staff Multi-Business Agreement 2009; and
- (y) *2015 Agreement* means the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015.

SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of **AUSTRALIAN EDUCATION UNION** by its duly authorised representative)
)
)

x 3 September 2018
Date

x 
Signature of authorised representative

x Greg Barclay
Full Name (please print)

x Vice President TAP
Title

x 126 Trennery Crs
Address Abbotsford 3067

SIGNED for and on behalf of **NATIONAL TERTIARY EDUCATION UNION** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **BENDIGO KANGAN INSTITUTE** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of **AUSTRALIAN EDUCATION UNION** by its duly authorised representative)
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Date

Signature of authorised representative

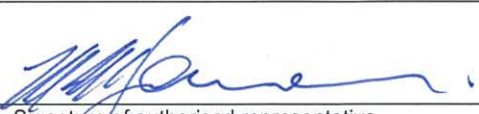
Full Name (please print)

Title

Address

SIGNED for and on behalf of **NATIONAL TERTIARY EDUCATION UNION** by its duly authorised representative)
)
)

3/9/18
Date


Signature of authorised representative

MATTHEW MCGOWAN
Full Name (please print)

NATIONAL ASSISTANT SECRETARY
Title

120 CLARENDON ST. SOUTH
Address
MELBOURNE

SIGNED for and on behalf of **BENDIGO KANGAN INSTITUTE** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of **AUSTRALIAN EDUCATION UNION** by its duly authorised representative)
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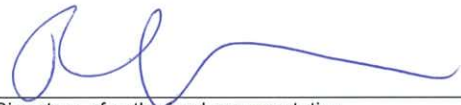
Full Name (please print)

Title

Address

SIGNED for and on behalf of **BENDIGO KANGAN INSTITUTE** by its duly authorised representative)
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)

29 August 2018
Date



Signature of authorised representative

Rowena Beale
Full Name (please print)

Acting CEO
Title

Private Bag 299
Address

Somerton 3062

SIGNED for and on behalf of **BOX HILL INSTITUTE** by its duly authorised representative

x 29/8/2018
Date

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)

[Handwritten Signature]
Signature of authorised representative
x Jennifer Oliver
Full Name (please print)
x Acting CEO
Title
x 465 Elgar Road
Address
Box Hill

SIGNED for and on behalf of **CHISHOLM INSTITUTE** by its duly authorised representative

Date

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Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **FEDERATION TRAINING** by its duly authorised representative

Date

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Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **BOX HILL**)
INSTITUTE by its duly authorised)
representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **CHISHOLM**)
INSTITUTE by its duly authorised)
representative)

x 30/8/18

Date

✓ 

Signature of authorised representative

x STEPHEN VARTY

Full Name (please print)

x ACTING CEO

Title

x 121 STUD ROAD

Address

x DANDENONG VIC 3175

SIGNED for and on behalf of)
FEDERATION TRAINING by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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Signature of authorised representative

Full Name (please print)

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Signature of authorised representative

Full Name (please print)


Title

Address

SIGNED for and on behalf of **FEDERATION TRAINING** by its duly authorised representative)
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+ 31/8/18

Date

X 

Signature of authorised representative

X GRANT RADFORD

Full Name (please print)

X CHIEF EXECUTIVE OFFICER

Title

PRINCES DRIVE, MORWELL

Address

SIGNED for and on behalf of **GORDON INSTITUTE OF TAFE** by its duly authorised representative)
)
)

x 31 AUGUST 2018
Date

x *Line*

Signature of authorised representative

x LISA LINE
Full Name (please print)

x CEO
Title

x 2 FENWICK ST, GEELONG
Address

SIGNED for and on behalf of **GOULBURN OVENS INSTITUTE OF TAFE** by its duly authorised representative)
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)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **HOLMESGLEN INSTITUTE** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **MELBOURNE POLYTECHNIC** by its duly authorised representative)
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)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **GORDON**)
INSTITUTE OF TAFE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **GOULBURN**)
OVENS INSTITUTE OF TAFE by its duly)
authorised representative)

x 29.08.2018
Date

x _____
Signature of authorised representative

x TRAVIS HEENEY
Full Name (please print)

x CHIEF EXECUTIVE OFFICER
Title

x 152-200 FRYERS STREET,
Address SHEPPARTON VIC 3630

SIGNED for and on behalf of)
HOLMESGLEN INSTITUTE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of)
MELBOURNE POLYTECHNIC by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **GORDON**)
INSTITUTE OF TAFE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of)
HOLMESGLEN INSTITUTE by its duly)
authorised representative)

✶ 29/8/18

Date

✶ 

Signature of authorised representative

✶ MARI FARAONE

Full Name (please print)

✶ CHIEF EXECUTIVE

Title

PO BOX 42 HOLMESGLEN 3148

Address

SIGNED for and on behalf of)
MELBOURNE POLYTECHNIC by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **GORDON**)
INSTITUTE OF TAFE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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OVENS INSTITUTE OF TAFE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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HOLMESGLEN INSTITUTE by its duly)
authorised representative)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of)
MELBOURNE POLYTECHNIC by its duly)
authorised representative)

30 AUGUST 2018

Date



Signature of authorised representative

FRANCES COPPOLILLO

Full Name (please print)

CHIEF EXECUTIVE

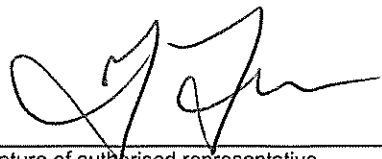
Title

77 St Georges Rd, Preston

Address
VIC 3072.

SIGNED for and on behalf of **SOUTH WEST INSTITUTE OF TAFE** by its duly authorised representative)
)
)

30 August 2018
Date

x 
Signature of authorised representative
x MARK FIDGE
Full Name (please print)
x CEO.
Title
x Timor Pt, Warrnambool, Vic.
Address

SIGNED for and on behalf of **SUNRAYSLIA INSTITUTE OF TAFE** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **WILLIAM ANGLISS INSTITUTE OF TAFE** by its duly authorised representative)
)
)

Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **SOUTH WEST INSTITUTE OF TAFE** by its duly authorised representative

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X

Date

X

Signature of authorised representative

X

Full Name (please print)

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Title

X


Address

SIGNED for and on behalf of **SUNRAYSIA INSTITUTE OF TAFE** by its duly authorised representative

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)

29/8/18

Date



Signature of authorised representative

GEORGEY THOMAS DEA

Full Name (please print)

CEO

Title

BENEDIX AVE. MILDURA

Address

SIGNED for and on behalf of **WILLIAM ANGLISS INSTITUTE OF TAFE** by its duly authorised representative

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Date

Signature of authorised representative

Full Name (please print)

Title

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Date

Signature of authorised representative

Full Name (please print)

Title

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Date

Signature of authorised representative

Full Name (please print)

Title

Address

SIGNED for and on behalf of **WILLIAM ANGLISS INSTITUTE OF TAFE** by its duly authorised representative)
)
)

x 31 AUGUST 2018

Date

x 

Signature of authorised representative

x NICHOLAS HUNT

Full Name (please print)

x CEO / DIRECTOR

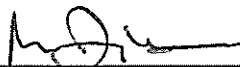
Title

x 555 LA TROBE STREET

Address MELBOURNE VIC 3000

SIGNED for and on behalf of **WODONGA**)
INSTITUTE OF TAFE by its duly)
authorised representative)

X 3/9/18 .
Date

X 
Signature of authorised representative

X MW DIXON
Full Name (please print)

X CEO
Title

X WODONGA TAFE
Address

87 ~~ST~~ Mckoy St HA
WODONGA