



DECISION

Fair Work Act 2009

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

Federation University Australia
(AG2025/2038)

FEDERATION UNIVERSITY AUSTRALIA TAFE TEACHING STAFF AGREEMENT 2025 - 2028

Educational services

COMMISSIONER REDFORD

MELBOURNE, 9 JULY 2025

*Application for approval of the Federation University Australia TAFE Teaching Staff
Agreement 2025 - 2028*

[1] An application has been made for approval of an enterprise agreement known as the *Federation University Australia TAFE Teaching Staff Agreement 2025 – 2028* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Federation University Australia (**FUA**). The Agreement is a single enterprise agreement.

Notice of Employee Representational Rights

[2] The Notice of Employee Representational Rights (**NERR**) distributed to employees appears to have a different name for the Agreement to that which was eventually made. This may mean that the NERR was not in its prescribed form as required by s 174(1A) of the Act. However, I am satisfied that this is a minor or technical error and employees covered by the Agreement were not likely to have been disadvantaged by it. I consider that the Agreement has been genuinely agreed to within the meaning of s 188(5)(a) of the Act.

Undertakings

[3] In response to several issues raised with FUA in relation to its application, it has provided written undertakings, a copy of which are attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[4] The undertakings relate to:

[5] Renumeration package for casual employees

Consideration

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

[7] The Australian Education Union (AEU) and the National Tertiary Education Union (NTEU) both 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 the AEU and the NTEU.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE529619 PR789030>

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2025/2038

Applicant:
Federation University

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Darren Gray, Pro-Vice Chancellor, VET and Pathways and Chief Executive TAFE, have the authority given to me by Federation University to give the following undertakings with respect to the Federation University Australia TAFE Teaching Staff Agreement 2025 - 2028 ("the Agreement"):

1. In relation to clause 62 of the Agreement:
 - a. The University will not enter into a total remuneration package agreement with a casual employee; and
 - b. Where the University and a continuing or fixed term staff member agree to a total remuneration package arrangement (**TRP**), and the employee considers that they would have been better off under the Award over a three-month period if the Award applied for that period, they may request a wage reconciliation. Where this occurs, the University will review the amounts paid under the TRP for the period against the entitlements that they would have received under the Award for the period if the Award applied. Any identified shortfall will be paid in the next pay period after the review.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

09/07/2025

Date

TAFE Teaching Staff Agreement 2025 - 2028

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Contents

1.	TITLE	3
2.	DEFINITIONS	3
3.	APPLICATION AND PARTIES BOUND	5
4.	HOW THIS AGREEMENT INTERACTS WITH AWARDS AND PREVIOUS AGREEMENTS	5
5.	COMMENCEMENT AND NOMINAL EXPIRY	5
6.	NEGOTIATING A REPLACEMENT TO THIS AGREEMENT	5
7.	EXPLANATION OF AGREEMENT	5
8.	CONSULTATION	5
9.	CONSULTATION REQUIREMENTS FOR MATTERS RELATED TO THE IMPLEMENTATION OF THIS AGREEMENT	6
10.	CONSULTATION OVER MAJOR CHANGES AND CHANGES TO ROSTERS	6
11.	RESOLVING WORKPLACE DISPUTES ARISING FROM THIS AGREEMENT	8
12.	TYPES OF EMPLOYMENT	11
13.	MODES OF EMPLOYMENT	11
14.	ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYMENT MATTERS	14
15.	INFORMATION THAT MUST BE INCLUDED IN EMPLOYEE'S CONTRACT OF EMPLOYMENT	15
16.	CHANGES TO CONTRACT OF EMPLOYMENT	15
17.	SECURE EMPLOYMENT	15
18.	OCCUPATIONAL HEALTH AND SAFETY	16
19.	RATES OF PAY	16
20.	COMMENCING SALARY	16
21.	INCREMENTAL PROGRESSION	16
22.	SUPERANNUATION	17
23.	SALARY PACKAGING	18
24.	HIGHER DUTIES ALLOWANCE	18
25.	ACCIDENT MAKE UP PAY	19
26.	REIMBURSEMENT OF EXPENSES	19
27.	ORDINARY WEEKLY HOURS OF WORK	20
28.	RIGHT TO DISCONNECT	20
29.	SPAN OF ORDINARY HOURS	20
30.	OVERTIME	21
31.	MEAL BREAKS	22
32.	ATTENDANCE	22
33.	ALLOCATION OF DUTIES AND ASSOCIATED HOURS	22

34.	EXCESS TEACHING DUTY HOURS	24
35.	ANNUAL LEAVE	25
36.	ANNUAL LEAVE LOADING	27
37.	PURCHASED LEAVE	27
38.	PERSONAL/CARER'S LEAVE	27
39.	LONG SERVICE LEAVE ONGOING AND FIXED-TERM EMPLOYEES	29
40.	LONG SERVICE LEAVE CASUAL EMPLOYEES	31
41.	RECOGNITION OF PRIOR SERVICE FOR THE PURPOSES OF PERSONAL LEAVE AND LONG-SERVICE LEAVE CREDITS	31
42.	COMPASSIONATE LEAVE	32
43.	PARENTAL LEAVE	33
44.	EMERGENCY RESPONSE LEAVE	40
45.	JURY SERVICE AND COURT APPEARANCES	40
46.	FAMILY/DOMESTIC VIOLENCE LEAVE	40
47.	DEFENCE RESERVE SERVICE LEAVE	41
48.	CULTURAL LEAVE	41
49.	GENDER AFFIRMATION/TRANSITION LEAVE	42
50.	REPRODUCTIVE HEALTH AND WELLBEING LEAVE	42
51.	LACTATION BREAKS	43
52.	STUDY LEAVE	43
53.	PUBLIC HOLIDAYS AND END OF YEAR CLOSEDOWN	43
54.	REDUNDANCY PROCESS AND ENTITLEMENTS	44
55.	WORKPLACE DELEGATES' RIGHTS	46
56.	LEAVE FOR INDUSTRIAL DISPUTE RESOLUTION TRAINING	47
57.	INDUCTIONS AND INFORMATION	48
58.	LEAVE TO ATTEND TRADE UNION COUNCIL MEETINGS	48
59.	ELECTRONIC COMMUNICATIONS	48
60.	AEU REPRESENTATIVES' TIME ALLOWANCE	49
61.	INDIVIDUAL FLEXIBILITY TERM	49
62.	OVERALL TOTAL REMUNERATION PACKAGE FOR OVERSEAS- BASED EMPLOYEES	50
63.	UNIFORMS AND PROTECTIVE CLOTHING	50
	SCHEDULE 1 – RATES OF PAY	52
	SCHEDULE 2 – CLASSIFICATION DESCRIPTORS	54
	SCHEDULE 3 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY	64
	SCHEDULE 4 – APPROVED QUALIFICATIONS	66
	SCHEDULE 5 – IMPLEMENTATION AND TRANSITION ARRANGEMENTS	68

Part A

1. TITLE

The Agreement will be known as the “Federation University Australia TAFE Teaching Staff Agreement 2025 – 2028”.

2. DEFINITIONS

In this agreement:

- 2.1 **Agreement** means this enterprise agreement;
- 2.2 **Approved Qualification** means a qualification set out in Schedule 4;
- 2.3 **AQF** means the Australian Qualifications Framework;
- 2.4 **Base Rate of Pay** has the meaning given by section 16 of the FW Act;
- 2.5 **Child of an Employee** means:
 - 2.5.1 someone who is a child of the Employee within the meaning of the *Family Law Act 1975* (Cth); or
 - 2.5.2 an adopted child or stepchild of the Employee;
- 2.6 **Commission** or **FWC** means the Fair Work Commission or its successor;
- 2.7 **Continuous Service** for the purposes of clause 39 means the same as "Continuous Employment" does in the *Long Service Leave Act 2018* (Vic) (or its successor) and elsewhere has the same meaning as in the *Fair Work Act 2009* (Cth);
- 2.8 **Employee** means an employee of an Employer engaged in a classification set out in *Schedule 2* who teaches, manages, coordinates and/or develops accredited and non-accredited programs that are:
 - 2.8.1 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);
 - (a) English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages programs (TESOL);
 - (b) Languages Other Than English programs (LOTE);
 - (c) English language, literacy and numeracy programs;
 - (d) English language teaching in migrant education programs;
 - (e) Community and adult education programs not leading to qualifications recognised by the AQF;
 - (f) 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;
 - (g) Victorian Certificate of Applied Learning (**VCAL**); and/or
 - (h) Victorian Certificate of Education (**VCE**);

but does not include:

- 2.8.2 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
 - 2.8.3 an Industrial Skills Instructor; or
 - 2.8.4 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);
- 2.9 **Employer** means Federation University Australia;
- 2.10 **Immediate Family** means:
- 2.10.1 a spouse (including a former spouse, a de facto partner, a former de facto partner);
 - 2.10.2 a child (including an adopted child, a permanent care child, a foster child, a step-child or an ex-nuptial child), daughter-in-law, son-in-law, parent, parent-in-law, foster parent, legal guardian, grandparent, grandchild or sibling of the employee or of the employee's spouse (includes step-relations (e.g., step-parents)) as well as adoptive relations;
 - 2.10.3 a relative who has taken the place of a parent, or a relative residing with the employee; and
 - 2.10.4 a person for whom the employee has caring responsibilities arising from an Aboriginal and/or Torres Strait Islander kinship relationship of equivalent status to *sub-clauses 2.10.1-2.10.3* above.
- 2.11 **Industrial Skills Instructor** means a person employed to provide instruction in a course of study only:
- 2.11.1 for a licence issued pursuant to the *Occupational Health and Safety Act 2004* (Vic) or successor legislation;
 - 2.11.2 for a licence to operate a vehicle issued pursuant to the *Road Safety Act 1986* (Vic) or successor legislation;
 - 2.11.3 for a licence or certificate of competency issued pursuant to the *Marine Safety Act 2010* (Vic) or successor legislation; or
 - 2.11.4 in the safe operation of machinery for timber felling which is subject to standards issued by Standards Australia.
- 2.12 **FW Act** means the *Fair Work Act 2009* (Cth);
- 2.13 **National Employment Standards or NES** means the National Employment Standards contained in the FW Act;
- 2.14 **Relevant Employees** for the purposes of clause 10 means Employees who may be affected by a change referred to in *sub-clause 10.1.1* including Employees who are on approved leave;
- 2.15 **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;
- 2.16 **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. For the purposes of this Agreement this will mean the Australian Education Union (AEU);

2.17 **Union member** means a member of an employee organisation;

2.18 **Workplace delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.

3. APPLICATION AND PARTIES BOUND

The Agreement will apply to and be binding upon:

3.1 the Employees; and

3.2 the University; and

3.3 the Australian Education Union.

4. HOW THIS AGREEMENT INTERACTS WITH AWARDS AND PREVIOUS AGREEMENTS

4.1 This Agreement supersedes and replaces any enterprise agreement or other type of workplace agreement that previously applied to the Employees.

4.2 This Agreement operates to the exclusion of any award that may otherwise apply to the Employees.

4.3 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.

5. COMMENCEMENT AND NOMINAL EXPIRY

5.1 The Agreement will come into operation seven (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.

6. NEGOTIATING A REPLACEMENT TO THIS AGREEMENT

6.1 Negotiations for a replacement agreement will commence no later than six (6) months prior to the nominal expiry date of this Agreement.

7. EXPLANATION OF AGREEMENT

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

Part B

8. CONSULTATION

8.1 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.

9. CONSULTATION REQUIREMENTS FOR MATTERS RELATED TO THE IMPLEMENTATION OF THIS AGREEMENT

- 9.1 Within one (1) month of the approval of this Agreement, the University will convene a University Consultative Committee (UCC) that:
- 9.1.1 ensures that the Union are afforded the opportunity for discussion, and the provision of information in a form. and in sufficient time to enable them to be sufficiently informed so as to provide an opportunity for an informed view to influence the University on steps to be taken in the implementation of this Agreement in general or on a single issue(s) basis;
 - 9.1.2 includes at least two University representatives and at least two Union representatives;
 - 9.1.3 will meet regularly or as required, within ordinary hours; and
 - 9.1.4 the University will provide time and resources for the UCC to perform its role.

10. CONSULTATION OVER MAJOR CHANGES AND CHANGES TO ROSTERS

- 10.1 This clause applies if the University:
- 10.1.1 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
 - 10.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Consultation requirements for major change as described in sub clause 10.1.1

- 10.2 For a major change referred to in *sub-clause 10.1.1*:
- 10.2.1 the University must notify the Relevant Employees and their Union as soon as practicable after the University has developed a change proposal to introduce the major change; and
 - 10.2.2 comply with *sub-clauses 10.3 to 10.9*.
- 10.3 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.
- 10.4 If:
- 10.4.1 the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - 10.4.2 the Relevant Employee/s advise the University of the identity of the representative,
- the University must recognise the representative.
- 10.5 The University must:
- 10.5.1 discuss with the Relevant Employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Relevant Employees; and
 - (c) measures the University is taking to avert or mitigate any adverse effects of the change on the Relevant Employees; and
 - 10.5.2 for the purposes of the discussion — provide, in writing, to the Relevant Employees:

- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Relevant Employees; and
 - (c) any other matters likely to affect the Relevant Employees.
- 10.6 However, the University is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 10.7 The University must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and their Union.
- 10.8 If a term of the Agreement provides for a major change to program delivery options, organisation, structure or technology in relation to the enterprise of the University, the requirements set out in *sub-clauses 10.1, 10.3 and 10.5* are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on Employee(s) if it results in:
 - 10.9.1 the termination of employment of an Employee or Employees; or
 - 10.9.2 major change to the composition, operation or size of the University's workforce or to the skills required of Employees; or
 - 10.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4 the alteration of hours of work; or
 - 10.9.5 the need to retrain Employee(s); or
 - 10.9.6 the need to relocate Employee(s) to another workplace, provided that this does not include instances where an Employee is already contracted to work across multiple workplaces operated by the University; or
 - 10.9.7 the restructuring of jobs.

Consultation requirements for change to regular roster or ordinary hours of work for the purposes of *sub-clause 10.1.2*

- 10.10 For a change referred to in *sub clause 10.1.2*
 - 10.10.1 the University must notify the Relevant Employees as soon as practicable after a definite decision to introduce the change; and
 - 10.10.2 *sub-clauses 10.11 to 10.15* apply.
- 10.11 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.
- 10.12 If:
 - 10.12.1 the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - 10.12.2 the Relevant Employee/s advise the University of the identity of the representative;

the University must recognise the representative.

- 10.13 The University must:
 - 10.13.1 discuss with the Relevant Employees the introduction of the change; and
 - 10.13.2 for the purposes of the discussion – provide to the Relevant Employees:
 - (a) all relevant information about the change, including the nature of the change; and

- (b) information about what the University reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the University reasonably believes are likely to affect the Employees; and
- 10.13.3 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).
- 10.14 However, the University is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 10.15 The University must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 10.16 *Sub-clauses 10.10 to 10.15* are to be read in conjunction with other provisions in the Agreement concerning the scheduling of work and notice requirements.

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

11. RESOLVING WORKPLACE DISPUTES ARISING FROM THIS AGREEMENT

Disputes

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

Obligations

- 11.3 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.
- 11.4 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a

reasonable concern about an imminent risk to their health or safety, has advised the University of this concern and has not unreasonably failed to comply with a direction by the University to perform other available work that is safe and appropriate for the employee to perform.

- 11.5 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

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

Discussion of dispute

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

Internal processes

- 11.10 Where disputes arising out of this Agreement or the National Employment Standards are not resolved in accordance with *clause 11.2 to 11.9*, the dispute will be dealt with by the UCC as established under *clause 8* of this Agreement.
- 11.11 The UCC will determine its own procedures to consider the dispute but will be required to report to the University within five working days of being established. This may be a final report or a report that mediation or conciliation processes have been agreed to be undertaken by the parties.
- 11.12 On receiving the report from the UCC, the University will indicate in writing to the UCC and the parties to the dispute whether the recommendations of the UCC have been accepted or not within ten working days of receiving the report.
- 11.13 Where disputes relating to workload are not resolved in accordance with *clause 11.8 or 11.9*, the dispute will be dealt with by the UCC. The UCC will examine the workload issues in dispute and make recommendations to the University.
- 11.14 In considering a workload dispute the UCC will consider the following work load allocation principles.
- 11.14.1 the need for flexibility, equity, consistency, and balance across an organisational unit;
 - 11.14.2 information provided to all Employees in the organisational unit on the operation of the organisational unit;
 - 11.14.3 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;
 - 11.14.4 no Employee will be required to work more than five (5) consecutive days without having access to two (2) consecutive days absence from the workplace unless the Employee requests, and the University agrees, to an alternative arrangement that better suits the Employee's work/life balance;

- 11.14.5 no Employee will be required to commence work within ten hours of the conclusion of duties undertaken on the previous day;
- 11.14.6 annual leave and other leave plans of the Employee will be taken into consideration in the allocation of duties;
- 11.14.7 the factors set out in *clause 33.15*.
- 11.15 If the dispute is not settled through an internal dispute resolution process, a party to the dispute may refer the dispute to the Commission for conciliation and if the matter remains unresolved, arbitration.
- 11.16 If an Employee lodges a dispute characterised as a dispute arising from this Agreement or the National Employment Standards and at approximately the same time lodges a dispute about workload both disputes will be referred to the UCC simultaneously.
- 11.17 The procedures for internal processes will be conducted in a timely manner and be consistent with the following principles:
 - 11.17.1 the rules of natural justice;
 - 11.17.2 appropriate mediation or conciliation of the dispute is available;
 - 11.17.3 the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

Disputes of a collective character

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

Conciliation

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

Arbitration

- 11.21 If the dispute cannot be resolved by conciliation under *sub clause 11.20*, either party to the dispute may request that the Commission proceeds to determine the dispute by arbitration.
- 11.22 Where a member of the Commission has exercised conciliation powers in relation to the dispute, the member will not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- 11.23 Subject to *sub-clause 11.25*, the determination of the Commission is binding upon the parties to the dispute.
- 11.24 An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

Conduct of matters before the Commission

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

Existing disputes

- 11.1 A dispute formally notified under the *Federation University Australia TAFE Teaching Staff Agreement 2019* but not concluded at the time at which this Agreement comes into effect shall continue to be dealt with in accordance with *Clause 10* of the *Federation University Australia TAFE Teaching Staff Agreement 2019*, which, for the purposes of this clause, is a provision of this Agreement.

12. TYPES OF EMPLOYMENT

- 12.1 Full-time employment where an Employee is engaged for 38 ordinary hours per week, plus such reasonable additional hours as may be required from time to time.
- 12.2 Part-time employment and Pro Rata Application:
- 12.2.1 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;
 - 12.2.2 The entitlements in this Agreement apply on a pro rata basis to part-time Employees;
 - 12.2.3 The University must roster a part-time Employee for a minimum of three consecutive hours on each occasion that they work.
- 12.3 Casual employment is also an employment type permitted under this Agreement.

13. MODES OF EMPLOYMENT

- 13.1 The University acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community. The University will give preference to, advertise, and fill ongoing forms of employment and fixed term arrangements over the engagement of casual employees in the first instance.
- The standard mode of employment for an Employee is ongoing. However, some fixed term or casual employment will be necessary.
- When requested to do so, the University will provide the Employee and the Union with relevant information as to why the position is a fixed term contract or casual.
- The University will provide report to the UCC on the number of fixed-term and casual employees twice per year.
- 13.2 Employees must not be engaged and re-engaged or have their hours reduced in order to avoid any obligations related to fixed-term or casual employment as set out in this clause.

Fixed term employment

- 13.3 The University will normally engage employees on fixed-term contracts in circumstances where:
- 13.3.1 an Employee is replacing another Employee who is on leave or otherwise temporarily absent from the position; or
 - 13.3.2 a need exists to meet fluctuating student and employment needs and unexpected increases in class sizes and/or workloads; or
 - 13.3.3 there is a specific task or project work to be completed, where there is:
 - (a) a specific work activity or task with a defined starting time that is expected to be completed within an anticipated timeframe; or
 - (b) a period of employment provided for from identifiable funding external to the University and where such funding is in addition or alternative to funding for a continuing program, provided that the Employee is employed to the end date of the funding; or
 - (c) an employee is under a training arrangement or government funding arrangement of no more than two (2) years; or
 - 13.3.4 an Employee is replacing another 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), *section 77A* (pregnancy ends (other than by birth of a living child) or child dies) or *section 78* (Employee ceases to have responsibility for care of child) of the *Fair Work Act 2009*, the

replacement Employee's employment may cease prior to the expiration of the contract provided that six (6) weeks' notice of termination is given by the University to the Employee; or

- 13.3.5 the University can demonstrate that should a person not be employed fixed term an excess staffing situation will arise; or
- 13.3.6 any other reason specifically agreed by the University and the Union.

The circumstances set out in *sub-clause 13.3* which is being relied upon for the use of the fixed-term contract is to be specified in the position description of the fixed-term position.

Notice of cessation or renovation of employment upon expiry of the contract

- 13.4 The University shall provide a fixed-term employee with a written notice that at the expiry of the contract the University intends to:
 - 13.4.1 continue the position on a further fixed-term contract basis;
 - 13.4.2 continue the position on a continuing basis; or
 - 13.4.3 discontinue the position.
- 13.5 Where the University has made a determination in accordance with *sub-clause 13.4.1 or 13.4.2* the employee will be given further employment in the fixed-term or continuing position provided the employee was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position.

Notice period

- 13.6 The notice period under *subclause 13.4* shall be no less than two (2) weeks notice.
In addition to this notice, an employee over the age of 45 years at the time of giving notice will be entitled to an additional one (1) weeks' notice.

Conversion to continuing employment

- 13.7 An employee who has been employed on a fixed term contract and is to be offered further employment at the expiration of their fixed term contract, will be offered continuing employment at the expiration of their fixed term contract where:
 - 13.7.1 the employee has been employed on a fixed-term contract or contracts for two (2) years; or
 - 13.7.2 the employee has been employed on two (2) successive fixed term contracts.
- 13.8 Classification, time fraction and duties of the offer of continuing employment shall correspond to the contract that was in force prior to the conversion being made. A change of time fraction may be agreed between the University and the employee.
- 13.9 The University will not be required to make such an offer, as described in *sub-clause 13.7.1 and 13.7.2* in the circumstances where:
 - 13.9.1 The appointment is as a replacement employee, and the employee being replaced is returning to their substantive role following a secondment or period of leave; or
 - 13.9.2 Where the appointment is for a specific task or project; or
 - 13.9.3 Where the appointment is to perform essential work during a peak demand period or emergency; or
 - 13.9.4 Where the work that the employee is performing is no longer required to be performed by anyone at the time the University is considering making an offer, or having regard for the circumstances, there is insufficient work for the employee to be usefully employed.

Casual Employment

- 13.10 The University must roster a casual Employee for a minimum of three (3) consecutive hours on each occasion they work.
- 13.11 A casual teacher shall be paid the appropriate rate as set out in *Schedule 1*. The teaching duty hour rate is inclusive of preparation and correction.
- 13.12 A Casual Employee may be engaged where the employment:
- 13.12.1 is of short duration, or is intermittent or irregular, or has fluctuating hours; and
 - 13.12.2 has no reasonable expectation of ongoing employment; and
 - 13.12.3 lacks advance commitment or certainty as to the duration of employment; and
 - 13.12.4 the employee is able to accept or reject engagements without disadvantage (subject to reasonable notice being given).
- 13.13 Casual employees are not entitled to the following benefits under the Agreement:
- 13.13.1 notice of termination;
 - 13.13.2 redundancy pay;
 - 13.13.3 annual leave;
 - 13.13.4 paid personal/carer's leave;
 - 13.13.5 paid compassionate leave;
 - 13.13.6 paid parental leave;
 - 13.13.7 unpaid parental leave, unless they are an Eligible Casual Employee;
 - 13.13.8 payment for absence on public holidays; and
 - 13.13.9 penalty rates, unless specifically provided for in this Agreement.

Conversion to continuing employment

- 13.14 A casual Employee can provide written notice to the University to change to continuing or fixed-term (full-time or part-time) employment under the employee choice pathway if they:
- 13.14.1 have been employed for at least 6 months; and
 - 13.14.2 believe they no longer meet the requirements of the casual employee definition as set out in *sub-clause 13.12*.
- 13.15 The University will consult with the employee about the notification and provide a written response within 21 days of receiving the notification that will either:
- 13.15.1 Accept the notification; or
 - 13.15.2 Reject the notification on one or more grounds and provide written reasons.
- 13.16 Where a notification is accepted the employee will be provided with a letter of offer that includes the following information:
- 13.16.1 The date the change takes effect; and
 - 13.16.2 The time fraction and hours of work after the change takes effect.
- 13.17 The University may reject a request from a casual to convert to non-casual employment in the circumstances:
- 13.17.1 The employee continues to meet the requirements of being a casual employee in accordance with *clause 13.12* of this Agreement; or

- 13.17.2 There are fair and reasonable operational grounds for not accepting the notification and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- 13.18 Fair and reasonable operational grounds for not accepting the notification include:
 - 13.18.1 substantial changes would be required to the way in which work in the University is organised; or
 - 13.18.2 there would be significant impacts on the operation of the University.
- 13.19 The University will provide information to the UCC on the number of staff who in the previous 12 months:
 - 13.19.1 have made notification under this clause; and
 - 13.19.2 have been offered conversion under this clause.

14. ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYMENT MATTERS

- 14.1 The parties recognise the vital role Aboriginal and/or Torres Strait Islander people bring to the University and the University acknowledges the need to strengthen the commitment in the whole of university Indigenous Strategy (or otherwise named) which focuses on Aboriginal and/or Torres Strait Islander governance, culture, employment, students, engagement, research and teaching and learning.
- 14.2 This commitment will be articulated in the University's key relevant policy document, the whole of university Indigenous Strategy (or otherwise named) which focuses on and the associated Indigenous strategies on employment, research and education. In developing and implementing the University's Indigenous Strategy and the associated strategies, the University will engage with Aboriginal and/or Torres Strait Islander Community Members, Staff and Students.
- 14.3 The University is committed to increasing the numbers and seniority of Aboriginal and/or Torres Strait Islander staff and will implement the whole of university Indigenous Strategy (or otherwise named) and the Aboriginal and/or Torres Strait Islander Workforce Strategy and associated procedures with targets for maintaining, improving and increasing employment as a means of:
 - 14.3.1 Maintaining and increasing the number of ongoing Aboriginal and/or Torres Strait Islander employees at the University;
 - 14.3.2 Increasing the number of senior Aboriginal and/or Torres Strait Islander staff in Federation TAFE;
 - 14.3.3 Maximising Aboriginal and/or Torres Strait Islander staff development; and
 - 14.3.4 Facilitating and encouraging the direct involvement of Aboriginal and/or Torres Strait Islander employees in determining their career strategies, goals and objectives.
- 14.4 The preferred mode of employment for Aboriginal and/or Torres Strait Islander staff is continuing employment.
- 14.5 To this end the University will make every endeavour to increase the number of Aboriginal and/or Torres Strait Islander people covered by this Agreement five (5) positions across Federation TAFE by the nominal expiry date of this Agreement.

Measures to increase Aboriginal and/or Torres Strait Islander employment

- 14.6 The University will advertise and fill at least one (1) TAFE Teaching or leadership position per year in each organisational unit within Federation TAFE as Targeted positions for Aboriginal and/or Torres Strait Islander people. If such positions are not able to be filled by an Aboriginal and/or Torres Strait Islander person, positions may be approved to be advertised to non-Indigenous persons.

Monitoring of employment strategies

- 14.7 The University will provide the Union a report on 1 December each year as to the number of Aboriginal and/or Torres Strait Islander employees and a copy of any progress reports made to First Nations Communities.

15. INFORMATION THAT MUST BE INCLUDED IN EMPLOYEE'S CONTRACT OF EMPLOYMENT

- 15.1 On appointment the University shall provide employees with a letter of appointment which stipulates the type of employment and contains the following information:
- 15.1.1 the date employment is to commence;
 - 15.1.2 the date employment is to cease (where applicable);
 - 15.1.3 the classification and rate of pay to be received by the employee;
 - 15.1.4 the hours of duty and time/s of attendance of the employee including the time-fraction to be worked;
 - 15.1.5 the other main terms and conditions of employment applicable to the employee including the identity of the University, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;
 - 15.1.6 for a fixed-term employee, the reasons for the fixed-term contract of employment;
 - 15.1.7 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.

16. CHANGES TO CONTRACT OF EMPLOYMENT

- 16.1 An Employee may apply to the University for a temporary adjustment of their position time fraction. The University may agree for a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the Employee's reasons and the operational requirements of the University. Reversion to the prior time-fraction will occur at the conclusion of the temporary adjustment unless otherwise agreed between the teacher and the University.
- 16.2 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.
- 16.3 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 multiplied by 21 hours per week. The University will bring such cases to the attention of the UCC prior to the appointment of the Employee.
- 16.4 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.

17. SECURE EMPLOYMENT

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

18. OCCUPATIONAL HEALTH AND SAFETY

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

19. RATES OF PAY

- 19.1 The University must pay an Employee at least the minimum rate of pay set out in *Schedule 1* based on the Employee's classification set out in *Schedule 2* and *clause 13*.
- 19.2 The operative date of the first pay increase under this Agreement is the first full pay period following the approval of this Agreement by the FWC.
- 19.3 An Employee who is entitled to payment of an overtime rate set out in *sub-clause 30.1* and an excess teaching duty hour penalty set out in *sub-clause 34.1* in respect of the same hour will be paid whichever rate is higher.
- 19.4 The University must pay an Employee's wages on a fortnightly basis.
- 19.5 The University will advise and consult with an Employee when an overpayment has been identified. The University will inform the Employee of the amount of the overpayment and will write to the affected Employee with options available for repayment. The Employee and the University will negotiate an agreed repayment arrangement in good faith (and agreement will not be unreasonably withheld), after which the Employee may authorise the University to deduct the overpayment from the Employee's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the resolution of disputes under *clause 11* of this Agreement will be applied to achieve an outcome that allows the University to recover the overpayment, after which the University may deduct any overpayment from the Employee's salary or termination payments accordingly.

20. COMMENCING SALARY

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

21. INCREMENTAL PROGRESSION

- 21.1 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:
- 21.1.1 Progression to 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 4, as set out in *Schedule 3*;
- 21.1.2 Progression to the third and fourth incremental point of the classification level set out in *Schedule 1* (L2.1 and L2.2) is subject to the Employee meeting the progression requirements for an Approved Qualification of teacher training accredited at AQF 5, as set out in *Schedule 3* for Level L2;
- 21.1.3 Progression beyond the fifth incremental point of the classification level set out in *Schedule 1* (L2.3) is subject to the Employee is subject to the Employee meeting the progression requirements for an Approved Qualification of teacher training accredited at AQF 6 or above, as set out in *Schedule 3* for Level 3; and

- 21.1.4 The Employee achieves a satisfactory outcome of their annual performance and development review.
- 21.2 The annual review of an Employees performance must be conducted as part of a Performance and Development system established in accordance with the policy of the University and conforming to the following principles:
 - 21.2.1 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 University priorities;
 - 21.2.2 Confidentiality provisions will be identified and agreed;
 - 21.2.3 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
 - 21.2.4 Equal opportunity will be an integral part of planning, implementation and review of a performance and development process.
- 21.3 The University policy in relation to performance and development will only be varied following consultation with and agreement of the UCC.
- 21.4 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:
 - 21.4.1 the University has counselled the Employee and explained clearly:
 - (a) the requirements that are expected;
 - (b) how the Employee has failed to fulfil these requirements; and
 - (c) the consequences of continued or repeated failure to meet these requirements.
 - 21.4.2 The University has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.
- 21.5 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.
- 21.6 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.

22. SUPERANNUATION

- 22.1 UniSuper is the default fund for this Agreement to the extent permitted by law. In the event that an Employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 22.2 The Employer superannuation contributions for UniSuper members will be 17% of the Employee's salary calculated in accordance with *clause 22.6*, for all continuing and fixed term employees, by the expiry of this Agreement. The employer superannuation contribution for continuing and fixed term Employees who are members of other superannuation funds will be in accordance with the Government Superannuation Guarantee (GSG) as varied from time to time.
- 22.3 The Employer will make contributions for UniSuper members on the following basis over the life of the Agreement as follows:
 - 22.3.1 increase to 14% in the first full pay period in 2025 following the approval of the Agreement.

- 22.3.2 increase to 15.5% in the first full pay period in 2026 after the anniversary of the Agreement approval; and
- 22.3.3 increase to 17% in the first full pay period in 2027 after the anniversary of the Agreement approval.
- 22.4 Subject to the rules of UniSuper, Employees who are members of UniSuper and receiving 17% employer superannuation contribution may be eligible to participate in the UniSuper defined benefit product
- 22.5 Voluntary Employee contributions
 - 22.5.1 Subject to the rules of the relevant superannuation fund, an Employee may, in writing, authorise the University to pay a specified amount from their post-taxation wages into the same superannuation fund as the University makes the superannuation contributions provided for in *clause 22.1*;
 - 22.5.2 An Employee may adjust the amount the Employee has authorised their University to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their University; and
 - 22.5.3 The University must pay the amount authorised by the Employee pursuant to this clause no later than 28 days after the end of the month in which the amount is deducted from the Employee's wages.
- 22.6 The salary upon which contributions are calculated means:
 - 22.6.1 In the case of an Employee who is a member of UniSuper, "salary" as defined in the UniSuper Trust Deed (as varied from time to time); or
 - 22.6.2 In any other case, the salary and any other superannuable payments required to be paid to the Employee under this Agreement,and in all other cases shall be not less than as required under the GSG.
- 22.7 An Employee in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University, for the University (if permissible under the UniSuper Trust Deed) to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that Employee not been on authorised leave without pay. Such payments must be funded by the Employee.
- 22.8 Where an employee salary sacrifices, the employer contribution will be based on the employee's pre-sacrificed salary.
- 22.9 The University shall pay the relevant employer superannuation contributions to eligible employees regardless of their age to the extent permitted by law.
- 22.10 The University shall continue to pay the relevant employer superannuation contributions when an employee is in receipt of accident make-up pay.

23. SALARY PACKAGING

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

24. HIGHER DUTIES ALLOWANCE

- 24.1 Where an employee is required to perform the duties of a promotional position such as an Education Manager Level for which the remuneration is higher than that of the employee for a period longer than one (1) week, they shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed.

- 24.2 The level of allowance/payment will be calculated on the first increment of the higher position.
- 24.3 An employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause, shall continue to be paid such an allowance if the allowance would have been paid but for the granting of leave. Such leave shall count as service for incremental progression.

25. ACCIDENT MAKE UP PAY

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 An Employee is not entitled to access personal leave with pay while receiving compensation payments for the same hours under the WIRCA.
- 25.5 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.

26. REIMBURSEMENT OF EXPENSES

- 26.1 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:
- 26.1.1 the activity and the expenses must be approved in advance by the University and, when required by the University, receipts validating the expenditure are to be supplied;
 - 26.1.2 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
 - 26.1.3 where the expense exceeds the relevant ATO amount the University is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense.
- 26.2 Allowable expenses are:
- 26.2.1 travel, accommodation, meals and incidental expenses associated with overnight absences from home or part day activities, including professional development, away from the workplace;
 - 26.2.2 expenses incurred in the use of the Employee's private motor vehicle provided that a University fleet vehicle or rental vehicle hired by the University is unavailable, or the most effective and efficient means to conduct University business entails the use of a staff member's personal vehicle (regardless of

pool vehicle or hire car availability). The Employee will be reimbursed the cost of the reasonable alternative transport; and

- 26.2.3 any other expenses incurred in the course of the Employee's employment that have the prior approval of the University.

27. ORDINARY WEEKLY HOURS OF WORK

- 27.1 The ordinary hours of work are 38 hours per week and 7.6 hours per day within the span of hours in *clause 29*.
- 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 Employee 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 *clause 28.2* 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 *clause 27.2* will not apply to the first four (4) weeks of the second semester for that program.
- 27.4 Where the University cancels classes two (2) weeks' notice of cancelation will be provided to the Employee. Where two (2) weeks' notice is not given, hours allocated for classes cancelled by the University will be deemed to have been taught.
- 27.5 Subject to the provisions of the Agreement, the University may, from time to time, request an Employee to teach for more than 21 hours in a week and the Employee will not unreasonably refuse the University's request.
- 27.6 Any request under *clause 27.5* above must not result in more than an average of 21 hours of teaching per week over 21 teaching weeks.
- 27.7 The University will not roster an Employee to work:
- 27.7.1 If it results in the Employee having less than 10 hours break between finishing and commencing work;
 - 27.7.2 In broken periods; or
 - 27.7.3 On more than five (5) days in a week.

28. RIGHT TO DISCONNECT

- 28.1 The University must not directly or indirectly prevent an Employee from exercising their right to disconnect under section 333M of the FW Act.

29. SPAN OF ORDINARY HOURS

- 29.1 Subject to *clause 29.3*, 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.
- 29.2 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 and will not attract overtime except where the change incorporates a period the Employer requires the Employee to work outside of the Span of Hours.
- 29.3 If an Employee is allocated teaching duties during the following periods (**Unsociable Hours**):
- 29.3.1 6:00am to 7:00am, Monday to Friday;
 - 29.3.2 8:00pm to 10:00pm, Monday to Friday;
 - 29.3.3 9:00am to 5:00pm on Saturday,

the Employee will be paid an additional 25% of the employee's hourly rate as an allowance for each teaching delivery hour for every hour (or part thereof) worked by the Employee during the Unsociable Hours.

- 29.4 Prior to allocating teaching duties during Unsociable Hours, the University will seek volunteers. If the University has insufficient volunteers to work the required Unsociable Hours, the University may allocation Unsociable Hours to an Employee in their work plan, provided that the University distributes the teaching hours equitably across a program area and takes into account any family or carer responsibilities that an Employee may have.
- 29.5 Unsociable hours must be claimed at the time it is work completed. Claims should be made online via Time Tracking.

30. OVERTIME

- 30.1 Overtime, for all Employees (including Part-time and Casual Employees regardless of the hours they are engaged to work), means the hours worked at the direction of the Employer, which are:

- 30.1.1 outside the Span of Hours; or
- 30.1.2 more than 38 ordinary hours per week; or
- 30.1.3 more than 7.6 ordinary hours per day.

Overtime is to be claimed online via Time Tracking at the time the overtime is worked.

- 30.2 The University may require an Employee to work reasonable overtime at overtime rates and an Employee will not unreasonably refuse to work the overtime.
- 30.3 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.
- 30.4 In determining whether the University's request is reasonable or an Employees refusal is unreasonable the principles of the criteria outlined below will be considered:
- 30.4.1 Any risk to the Employee's health and safety from working the overtime;
 - 30.4.2 The Employee's personal circumstances, including family responsibilities;
 - 30.4.3 The needs of the University;
 - 30.4.4 The notice (if any) given by the University for the Employee to work the overtime;
 - 30.4.5 The notice (if any) given by the Employee of the intention to refuse to work overtime;
 - 30.4.6 The usual patterns of work at the University;
 - 30.4.7 The nature of the Employee's role and level of responsibility;
 - 30.4.8 Any other relevant matter.
- 30.5 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

31. MEAL BREAKS

- 31.1 Employees shall not be required to work for more than five (5) hours without being allowed a meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one (1) hour. Employees will be free from assigned duties during meal breaks.
- 31.2 Employees shall be entitled to take their lunch break between the hours of 12:00 midday and 2:00pm and shall be entitled to take an evening meal break between the hours of 5:00pm and 7:00pm.

32. ATTENDANCE

- 32.1 Subject to *clause* 32.2 and *clause* 32.3, Employees classified as Teachers are required to attend their work location for up to 30 hours per week for up to 42 weeks per year. Agreement between the University and the Employee is required for attendance beyond these limits. The University may only seek such agreement after an Employee has been employed and then only after providing reasonable time for the Employee to gain advice and make an informed decision.
- 32.2 For up to five (5) days a year, the University may request that an Employee attend their work location when an Employee was not otherwise required to attend for the following purposes:
- 32.2.1 Attending professional development provided by the University to Employees; or
 - 32.2.2 In order to assist the University with compliance duties in the event that a regulator requires an audit to be conducted urgently, provided that the University provides at least 48 hours' notice.
- 32.3 An Employee may only refuse the University's request made under *clause* 32.2 if their refusal is reasonable.
- 32.4 Where an Employee is required to attend their work location as contemplated under *clause* 32.1, the Employee's attendance required under *clause* 32.1 is reduced by an equivalent number of days.
- 32.5 Employees classified as Education Managers 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. Education Managers who have teaching duties are entitled to the benefit of *clause* 32.1 on a pro rata basis based on the proportion of their teaching loads.

33. ALLOCATION OF DUTIES AND ASSOCIATED HOURS

- 33.1 Within a calendar year, Full-time Employees are accountable for 1740.4 hours of teaching and other duties (**Accountable Hours**).
- 33.2 Accountable Hours apply on a pro-rata basis for Part-time Employees, and/or teachers employed for less than 52 weeks per annum.
- 33.3 Employees should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to an Employee should, as far as practicable, provide for an equitable distribution of work across all Employees.
- 33.4 Employees work within the Accountable Hours is made up of three (3) components:
- 33.4.1 Teaching delivery - face to face, online or by other means – including in class assessment and supervision of students, to a maximum of 800 hours annually (**Teaching Delivery**);
 - 33.4.2 Curriculum, assessment (out of class), planning, preparation and student consultation (**CAPPS**);

Student Consultation includes individual or collective dialogue with a student(s) that is directly related to a competency or learning outcome associated with the allocated teaching load and includes such things as communication through learning management systems and learning/training plans.

For each hour of Teaching Delivery that an Employee is allocated under *sub-clause 33.4.1*, the Employee will be allocated 45 minutes of CAPPS.

33.4.3 Education-related duties:

- (a) Institute and regulator compliance;
- (b) Industry and community engagement;
- (c) Maintaining teaching and vocational currency, including through professional development;
- (d) Course related applied research and innovation;
- (e) Other duties including relevant travel and meetings.

33.5 Where the Employee and Employer agree, the allocation of hours between the three (3) components of Accountable Hours can be varied, provided that the maximum allocation of Teaching Delivery hours will be 800 except where provided for in Excess Teaching Duty Hours.

Teaching Delivery

33.6 Subject to the provisions of this 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.

33.7 Any request under *clause 33.6* must not result in more than 21 Teaching Delivery hours per week averaged over 21 weeks in a semester.

33.8 The allocation of Teaching Delivery hours in a Default Work Plan 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 weeks in a semester.

Work Plan

33.9 Accountable Hours will be allocated in an annual work plan which is:

- 33.9.1 Recorded in writing between the Employer and the Employee;
- 33.9.2 Either an Agreed or Default Work Plan;
- 33.9.3 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;
- 33.9.4 Within the parameters of this Agreement;
- 33.9.5 Finalised by 1 March of the year to which it applies, however will be reviewed throughout the year to ensure the Employees workload remains equitable.

33.10 To inform the preparation of the work plan, the Employer:

- 33.10.1 will provide each Employee with relevant information including:
 - (a) The University'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.

- 33.10.2 may facilitate a team discussion on the program of work for the relevant year and potential options for allocations based on strengths, interests and organisational requirements.
- 33.11 Where an Employee takes approved leave (other than up to four (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.

Agreed Work Plan

- 33.12 The Employer and Employee can agree to a work plan, which may be varied at any time by agreement of the Employee and Employer (**Agreed Work Plan**).
- 33.13 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 *clause 33.4*:
- 33.13.1 the equitable distribution of work within the program area;
 - 33.13.2 the relative importance of the various types of work to be undertaken;
 - 33.13.3 the time required to do the work;
 - 33.13.4 the range and frequency of the tasks to be performed;
 - 33.13.5 the classification, qualifications, training and experience of the Employee;
 - 33.13.6 the work required under *sub-clause 33.4.2*.

An employee classified as an Education Manager who are engaged under this Agreement and are not required to teach are entitled to an Agreed Work Plan.

Default Work Plan

- 33.14 Where the Employer and Employee cannot complete an Agreed Work Plan under *clauses 33.12 – 33.13*, a default work plan will be set by the Employer that conforms to the provisions of *clause 33.9*.
- 33.15 Under *clause 33.16*, 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:
- 33.15.1 The experience of the Employee and their teaching and vocational developmental needs;
 - 33.15.2 The number, level and timing of programs in which the Employee teaches and their preparation requirements;
 - 33.15.3 The nature of the student cohort(s);
 - 33.15.4 The stakeholder consultation and travel requirements of the work; and
 - 33.15.5 The administrative requirements of the work.
- 33.16 An Employer and Employee can make an Agreed Work Plan at any time.
- 33.17 Where an Employee has concerns arising from the allocation of their duties, believes the process of allocation has not been followed, or that their allocation is excessive or unreasonable, the Employee may seek a resolution under *clause 11* of this Agreement will be applied.

34. EXCESS TEACHING DUTY HOURS

- 34.1 An Employee will be paid for excess teaching duty hours in accordance with this clause.
- 34.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the Employee concerned provided that an Employee will not unreasonably refuse the University's request to perform excess teaching duties. In determining whether the University's request is reasonable or an Employee's refusal is unreasonable, the criteria outlined below will be considered:

- 34.2.1 any risk to the Employee's health and safety from working the additional hours;
 - 34.2.2 the Employee's personal circumstances, including family responsibilities;
 - 34.2.3 the needs of the workplace or enterprise in which the Employee is employed;
 - 34.2.4 whether the Employee is entitled to receive excess teaching duty hours payments,
 - 34.2.5 penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - 34.2.6 the notice (if any) given by the University of any request or requirement to work the additional hours;
 - 34.2.7 the notice (if any) given by the Employee of their intention to refuse to work the additional hours;
 - 34.2.8 the usual patterns of work performed by the University's Employees;
 - 34.2.9 the nature of the Employee's role, and their level of responsibility;
 - 34.2.10 any other relevant matter.
- 34.3 Excess teaching duty hours occur as follows:
- 34.3.1 where the teacher performs teaching duties in excess of the limit in the roster allocated by the University in accordance with *clauses* 33.7 or 33.8 of this Agreement; or
 - 34.3.2 where the Employee performs teaching duties in excess of 800 hours per annum.
- 34.4 Excess teaching duties occurring under *clause* 34.3 above and paid in accordance with this Agreement will not be counted towards the annual teaching load.
- 34.5 The following rates will be paid for excess teaching hours:
- 34.5.1 Where the excess teaching duty occurs within the 38 hours of duty within the span of ordinary hours, the Employee will be paid their hourly rate plus an additional loading of 50% of their ordinary hourly rate for each excess teaching hour worked;
 - 34.5.2 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* 30.5.
- Excess teaching duty hours should be claimed via Time Tracking at the time they are worked.
- 34.6 For each hour of teaching that an Employee performs as an excess teaching duty, the Employee will be allocated 45 minutes for the purpose of *sub-clause* 33.4.2. An Employee may agree to utilise all or part their allocations that would otherwise be applied under *clause* 33.4.2 for other duties if they wish to do so.
- 34.7 An Employee must not perform in excess of 150 excess teaching duty hours in a year.

35. ANNUAL LEAVE

- 35.1 An Employee is entitled to four (4) weeks of paid annual leave for each completed year of service, or a pro-rata amount for any period of service which is less than a year. For University purposes, annual leave will be recorded in hours. The annual leave entitlement for a full time Employee is 152 hours (20 days). Part-time Employees will accumulate an annual leave entitlement pro-rata to the full time entitlement according to their time fraction.
- 35.2 Annual leave to be taken is included in the annual workplan. In accordance with *sub-clause* 33.9.3 the following will occur:

- 35.2.1 If an Employee takes more than four (4) weeks of annual leave in a particular calendar year or has elected to purchase additional leave in accordance with *clause 37* then, for each additional week of annual leave taken the Employee's annual Accountable Hours reduce by 38 hours.
- This clause applies on a pro rata basis for additional part weeks of annual leave taken and for part-time Employees.
- 35.2.2 If an Employee takes less than four (4) weeks of annual leave in a particular calendar year, then, for each week of annual leave not taken the Employee's annual Accountable Hours increase by 38 hours.
- 35.2.3 This clause applies on a pro rata basis for part weeks of annual leave not taken and for part-time Employees.
- 35.3 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 35.4 Annual leave shall be taken within 15 months of being accrued unless otherwise agreed by the employee and the University.
- 35.5 Annual leave, including leave taken in excess of the leave credits accrued, shall be taken at a mutually agreeable time having regard to the operation of the University, provided that a request for leave including a request for leave of four (4) weeks duration or for single day absences not exceeding, in aggregate, ten (10) days per annum, shall not be unreasonably refused.
- 35.6 Annual leave not taken in accordance with this clause shall be paid in full to the employee upon expiration of the employee's employment.
- 35.7 By agreement between the Employer and an Employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, the Employer may make a corresponding deduction from any money due to the Employee on termination.

Direction to take excess annual leave

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

Annual leave upon termination of employment

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

Sick leave and annual leave

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

- 35.13 Where a public holiday occurs during the period of annual leave and such holiday is observed by the University, no deduction will be made for that day from the employee's annual leave.

36. ANNUAL LEAVE LOADING

- 36.1 An annual leave loading of 17.5% of four weeks ordinary time earnings will be paid to full-time employees.
- 36.2 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.
- 36.3 The loading shall be paid in December each year, or such other date as may be agreed by the UCC, in respect of the calendar year 1 December to 30 November.
- 36.4 Upon termination of employment with the University, an Employee will be paid the annual leave loading on a pro-rata basis.

37. PURCHASED LEAVE

- 37.1 With the University's agreement, a fulltime Employee may elect to work under a 48/52-week employment cycle for a 12 month period, which reduces the minimum salary level assigned to that employee's classification or position.
- 37.2 A 48/52-week employment cycle will enable an Employee to take four (4) weeks leave in addition to the normal four (4) weeks of annual leave in a year and receive 48 weeks salary, which would be payable over 52 weeks.
- 37.3 An Employee's continued participation in the 48/52-week employment cycle is subject to annual review and approval by the University.
- 37.4 Annual leave, personal leave, and long-service leave will accrue at the full-time rate, however all paid leave taken will be paid at the rate of 48/52 of the Employee's full-time salary.
- 37.5 Where an Employee is being paid on a 48/52-week employment cycle, and their employment terminates, the University will either provide additional payment to the employee or recoup payment from the Employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 37.6 The University will require an Employee to take all eight weeks leave during each year of the 48/52-week employment cycle and agreed dates of this leave will be specified in the approval of the 48/52 week employment cycle.
- 37.7 Annual workplans will be adjusted to reflect the additional annual leave being purchased.
- 37.8 The University will advise an employee of the superannuation implications prior to the Employee entering into a 48/52-week employment cycle with such an Employee being treated as a fractional employee for the duration of the 48/52 employment cycle, unless the Employee has agreed to maintain employee and employer superannuation contributions at the notional full-time rate.

38. PERSONAL/CARER'S LEAVE

- 38.1 An Employee (other than a casual Employee) is entitled to personal/carer's leave on full pay at the rate of 15 working days for each completed year of service from the date of appointment. Such leave will be credited 12 months in advance and for University purposes, personal/carer's leave will be recorded in hours, not days.

The annual personal/carer's leave entitlement for full-time employees is 114.0 hours. One (1) day's absence on personal/career's leave for full-time Employees will mean a deduction of 7.6 hours from the personal leave entitlement. Part-time Employees are entitled to a pro-rata allocation of 15 days personal/carer's leave based on their time fraction. However, in the first year of appointment:

- 38.1.1 A full-time Employee appointed on a continuing basis or on a fixed-term contract for a period of 24 months or more will be credited on appointment with the equivalent of two (2) years entitlement to cover the first two (2) years of service. Part-time Employees will have a pro rata entitlement;
- 38.1.2 An Employee appointed on a fixed-term contract for a period of less than 24 months will be credited on appointment with the amount of leave that would accrue during the period of contract.
- 38.2 Personal leave will accumulate during periods of continuous service (pro rata for part-time employees) if not taken but any personal leave accumulated entitlements will not be paid out on termination of employment.
- 38.3 An Employee may take personal/carer's leave for any of the following absences:
 - 38.3.1 where the Employee is unfit for work due to a personal illness or personal injury affecting the Employee;
 - 38.3.2 to provide care or support to a member of the Employee's immediate family, or member of the Employee's household, who requires care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member;
 - 38.3.3 to attend an appointment with a registered health practitioner;
 - 38.3.4 where a supervisor is of the opinion that a problem is adversely affecting an Employee's work performance, such as stress, alcohol or drug dependence, or compulsive gambling, personal leave may be granted to attend an approved rehabilitation program.
 - 38.3.5 where a supervisor is of the opinion that a problem is adversely affecting an employee's work performance, such as marriage/family matters, personal leave may be granted to attend to such matters.
- 38.4 An Employee must give the University notice of the taking of leave under this clause. The notice:
 - 38.4.1 must be given to the University as soon as practicable (which may be a time after the leave has started); and
 - 38.4.2 must advise the University of the period, or expected period, of the leave.
- 38.5 For any period of absence on paid personal/carer's leave in excess of three (3) consecutive working days, or in excess of six (6) aggregate working days in any year of service, the Employee will, as soon as reasonably practicable, furnish a medical certificate from a registered health practitioner. If it is not reasonably practicable for the employee to provide such a medical certificate, the Employee must provide a statutory declaration.
- 38.6 In other certain circumstances, such as attending a personal medical appointment, taking a child or others in their care to a medical appointment, where an absence of less than three (3) hours, an Employee may seek prior approval from their relevant supervisor to make up the difference in working hours within one (1) week of the absence, or take the time off in lieu of previous additional hours worked.
- 38.7 Where an Employee does not produce a medical certificate or statutory declaration as requested by this Clause, the absence shall not be granted as paid personal/carer's leave but shall be granted as leave without pay (unless the Employee could not comply with the requirement because of circumstances beyond the Employee's control). Such absence without a medical certificate may be deducted from the employee's annual leave at the employee's request.
- 38.8 General conditions relating to the application and approval of personal leave:
 - 38.8.1 an application for personal/carer's leave must be submitted to the relevant supervisor delegated for leave approval;

- 38.8.2 an Employee should endeavour to provide as much notice as possible of the requested leave. If it is not possible for the employee to give prior notice, the employee will notify the supervisor of such absence at the earliest opportunity (by telephone, e-mail, etc.);
- 38.8.3 the Employee leave request for personal/carer's leave must outline the reason for the requested leave and the estimated length of absence.
- 38.9 Where a Public Holiday observed by the University falls during a period of personal leave, no deduction will be made from the personal leave credits of the employee for that day.
- 38.10 Where a period of personal illness or injury sustained by the Employee occurs during annual leave or long-service leave and the University receives a medical certificate from a registered health practitioner (or, if it is not reasonably practicable for the staff member to provide such a medical certificate, a statutory declaration made by the staff member) stating that the staff member was unable to attend work or was unfit for duty during that period, the absence shall be counted as personal leave, and that period of annual leave or long-service leave shall be re-credited to the staff member.
- 38.11 Where an Employee is continuously absent from duty because of illness beyond a period of six (6) weeks, the Employee shall not be permitted to return to duty until a registered medical practitioner approved by the University certifies fitness to return to duty. Where the University has directed their registered medical practitioner to be consulted for these purposes, the medical accounts will be paid for by the University.
- 38.12 An Employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required by a medical practitioner to remain in isolation due to contact with a person suffering from a notifiable infectious disease, will be granted isolation leave on full pay for the required period and no deduction will be made from personal leave credits.

39. LONG SERVICE LEAVE ONGOING AND FIXED-TERM EMPLOYEES

- 39.1 An Employee shall be entitled to 9.1 weeks of long service leave after seven (7) years' Continuous Service and at the rate of 1.3 weeks for every additional year of service thereafter. The calculation of the leave entitlement for casual Employees will have regard to the provisions of *clause 40*.

Such leave shall be on full pay, provided that the Employee may elect to convert all or part of the period of entitlements to double the period by taking leave on half pay. Subject to *clause 39.6* below, an Employee may take all or part of their accrued long service leave for a continuous period, provided that a minimum continuous period of one (1) day on full pay will be taken at any one time.
- 39.2 An Employee granted long-service leave shall be paid the following rate of pay:
 - 39.2.1 where the Employee's service has been constant on a full-time or part-time basis, the leave shall be paid at the employee's ordinary rate of pay;
 - 39.2.2 where the Employee's employment fraction has been other than constant, the entitlement shall be calculated on the basis of the Employee's current time fraction at the time of taking their Long Service Leave at full pay or half pay, or if the employee so chooses, at the average fraction calculated over the total period of recognised service.
- 39.3 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.
- 39.4 For the purposes of determining an employee's entitlement to long-service leave, the following shall not count as service:

- 39.4.1 any period of service after the date from which a pension is payable under the provisions of the Superannuation Act or of such other pension schemes as may apply where the Employee retires on the grounds of age or ill-health;
- 39.4.2 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 to payment in lieu by a previous employer, provided that any such period of service shall be included for the purpose of satisfying the requirement in *sub-clause 39.1* that a minimum of seven (7) years be served before long service leave may be taken; or
- 39.4.3 any break in service with previous recognised employers as specified in *clause 41* that exceeds 12 months.
- 39.5 An Employee or, where applicable, the Employee's legal representative, shall be entitled to payment in lieu of long-service leave accrued but not taken as at the date of termination of employment where:
 - 39.5.1 the employment of the employee terminates for any reason after seven (7) years or more of service, including service recognised with another employer. For example, an Employee who resigns after seven (7) years' service will be entitled to receive payment of 9.1 weeks or 45.5 days which is pro-rata to the full entitlement of 13 weeks for ten (10) years continuous service;
 - 39.5.2 after four (4) years' service with the University, the Employee retires on the grounds of ill health, age, or the employee dies; or
 - 39.5.3 in the case of retrenchment, payment in lieu shall be for all long-service leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.
- 39.6 Long service leave is to be taken at a mutually agreeable time having regard to the operational requirements of the University provided that a minimum of six (6) months' notice of taking leave must be provided or, in the absence of such notice, the relevant delegated supervisor is satisfied that alternative arrangements can be made to cover the workload of the Employee. Subject to the required notice being provided, leave will not be unreasonably refused and will be approved/not approved within four (4) weeks of a leave request being submitted.
- 39.7 Notwithstanding the above, where an Employee applies to take long-service leave during a period which partially or completely overlaps with a period of long service leave already granted to another Employee within the same work area, approval of such leave shall be subject to the operational requirements of the work area. However, such leave shall not be refused unless the relevant delegated supervisor provides written reasons why operational requirements will be adversely affected by the taking of the leave. Provided that a single employee shall not have a second application for long service leave, on different dates, refused for the same reason.
- 39.8 Where an Employee has accrued in excess of 20 weeks long service leave the University may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:
 - 39.8.1 The University and Employee, through discussion, may agree that the Employee will take leave which would reduce the balance to an agreed level; or
 - 39.8.2 In the absence of an agreement, the University may direct the Employee to take leave at a particular time that would reduce the long service leave credit to no less than 13 weeks at the time the leave period has concluded. The University must give the Employee at least six (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 An Employee (other than a casual Employee) shall be entitled to have service with previous employers as specified in *clause 41* recognised for the purpose of determining the long service leave entitlement of the employee provided that:
- 39.10.1 an Employee shall make any claim for recognition of prior service within six (6) months of the date of appointment. The University shall, 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 for the purposes of long-service leave. The University shall provide details of the process for the recognition of prior service to the employee in the letter of appointment; and
 - 39.10.2 the amount of service with previous employers recognised for long-service leave purposes shall not normally exceed seven (7) years but the University will take into account service from recognised previous employers who require ten (10) years or more service to be worked before long service leave can be taken or paid out.
- 39.11 For the avoidance of doubt, any service recognised prior to the commencement of this clause is not disturbed by this clause.

40. LONG SERVICE LEAVE CASUAL EMPLOYEES

- 40.1 A casual Employee who has had continuous employment with the Employer or its predecessors of seven (7) years or more service shall be entitled to long-service leave, calculated on their average service fraction, over the full seven (7) years of continuous service.
- 40.2 Prior employment with other employers does not count towards any long-service leave entitlement.
- 40.3 For long service leave purposes casual employment with the University is regarded as continuous if:
- 40.3.1 there is no more than an absence of three (3) months between each instance of employment in the period; or
 - 40.3.2 there is more than an absence of three (3) months between two (2) particular instances of employment but the length of the absence is due to the terms of the engagement of the employee by the University.
- 40.4 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.

41. RECOGNITION OF PRIOR SERVICE FOR THE PURPOSES OF PERSONAL LEAVE AND LONG-SERVICE LEAVE CREDITS

- 41.1 For all Employees commencing employment with the University on or after the date of certification of this Agreement, the University will recognise prior service for the purposes of personal leave and long-service leave credits only as follows:

41.2

- 41.2.1 any publicly funded Australian Universities or TAFE Colleges /Institute,; or
- 41.2.2 With privately funded Universities whose Chief Executive Officer is a member of Universities Australia;
- 41.2.3 With any Victorian Public State Secondary or Primary School;
- 41.2.4 With any Victorian Public sector entity that recognises TAFE service; or
- 41.2.5 Any other previous employer as may be agreed between the Employee and the University at the time of Employee's appointment.

41.3 Notwithstanding any of the above, service in other circumstances may be recognised at the discretion of the Vice-Chancellor or the Vice-Chancellor's nominee.

41.4 Where service with a previously recognised employer is accepted for long-service leave credit, the University may require that a period of service with the University of not more than three (3) years be completed before an Employee is eligible to take long-service leave.

41.5 Entitlements of Employees engaged prior to the date of operation of this Agreement are not affected by the operation of this Clause and will remain as per the previous Agreement or as outlined in their employment contract.

41.6 Where more than seven years' (7) service is recognised by this University from other organisations or where there is entitlement to be paid out long-service leave accruals, new Employees must seek to be paid out any such entitlement from their previous employer. Such service will count only towards the period of qualifying service for long-service leave and will not be subject to leave credits.

41.7 All recognition of casual service for long-service leave shall be in accordance with *clause 40* of this Agreement.

41.8 Any period of up to 52 weeks break between fixed-term appointments with the University shall not constitute a break in service (however the period of the break in service will not count as service) if:

- 41.8.1 at the commencement of the break, the Employee had at least 12 months' service with the University;
- 41.8.2 the Employee was the primary caregiver following the birth, adoption or placement of that child;
- 41.8.3 the Employee did not engage in employment during the break (other than on an occasional or short- term and ad hoc basis); and
- 41.8.4 the University is advised of these circumstances no later than three (3) months after the re-commencement of employment after the break.

41.9 The University may require an appropriate declaration of facts to support such advice and shall not refuse to employ a person because they have or may have an entitlement to continuity of service in these circumstances.

42. COMPASSIONATE LEAVE

42.1 An Employee (other than a casual employee) is entitled to a period of up to five (5) days of paid compassionate leave for each occasion:

- 42.1.1 to spend time with a member of Employee's immediate family or household who contracts or develops a personal illness or sustains a personal injury that poses a serious threat to that person's life; or
- 42.1.2 after the death of a member of the Employee's immediate family or household;
or

- 42.1.3 an Aboriginal and/or Torres Strait Islander staff member is required for 'Sorry Business'; or
- 42.1.4 a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- 42.1.5 the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- 42.2 Clause 42.1.4 does not apply if the miscarriage results in a stillborn child, in which case, *clause 43.6* of the *Parental leave* provisions will apply.
- 42.3 An Employee may add an additional two (2) days paid leave, providing for up to a total leave period of seven (7) days where:
 - 42.3.1 there is a need to attend a funeral overseas, or where long-distance travel is involved, e.g. interstate; or
 - 42.3.2 there is an urgent need to visit a family member overseas, or in situations where the visit would require long distance travel, e.g. interstate, because that family member has contracted or developed a personal illness or sustained a personal injury that poses a serious threat to that person's life; or
 - 42.3.3 an Aboriginal and Torres Strait Islander staff member is required for "Sorry Business".
- 42.4 An Employee may add to the entitlement under *sub-clause 42.1 or 42.3* by utilising other forms of paid or unpaid leave.
- 42.5 An Employee entitled to a period of compassionate leave under *clause 42.1 or 42.3* for a particular occasion is entitled to take the compassionate leave as:
 - 42.5.1 a single, unbroken period of five (5) days (seven (7) days as provided for *clause 42.3*); or
 - 42.5.2 any separate periods to which the employee and the University agree.
- 42.6 The Employee must notify their supervisor as soon as practicable (which may be time after the leave has started) of the need to access compassionate leave on each occasion.
- 42.7 A casual Employee is entitled to the provisions of this clause excepting that all compassionate leave taken shall be unpaid.

43. PARENTAL LEAVE

Application

- 43.1 Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if the leave is association with:
 - 43.1.1 the birth of a child of the employee, the employee's spouse or through a surrogacy arrangement; or
 - 43.1.2 the placement of a child with the employee for adoption;
 - 43.1.3 the foster care of a child; or
 - 43.1.4 the permanent care of a child; and
 - 43.1.5 the employee has or will have a responsibility for the care of the child.

Definitions

- 43.2 For the purposes of this clause:
 - 43.2.1 **Eligible Casual Employee** means a casual Employee:

- (a) within the definition of the *Fair Work Act 2009* who has been engaged as a casual over several periods during the previous 12 months prior to an application for parental leave being made; and
- (b) who has, but for accessing leave under this clause, a reasonable expectation of further employment.

43.2.2 Child means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse or the employee's legal surrogate;
- (b) in relation to adoption-related leave, a child who is, under 18 years as at the day of placement, or the expected day of placement;
- (c) in relation to care-related leave, a child for whom the employee is the carer.
- (d) In relation to foster care-related leave, a child who is in the foster care of the employee on a long-term placement.

43.2.3 Primary Caregiver means the person who is the primary carer of a newborn or newly adopted child or long-term foster child or a child who has been placed in the permanent care of the employee (including where a permanent care order exists in relation to the custody or guardianship of a 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.

43.2.4 Secondary Caregiver means a person who has responsibility for the Child but is not the Primary Caregiver.

43.2.5 Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as a partner on a bona fide domestic basis, whether or not legally married to the employee.

43.2.6 Long-term fostering or care means a duration of more than six (6) months,

43.2.7 Temporary or Emergency Fostering or care means short term care of a child which may be up to six (6) months.

43.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table. Parental leave can be taken at full pay or at half pay to increase the number of days available.

Primary Caregiver	Paid leave	Unpaid leave
Continuing or fixed term Employees who have completed six (6) months service at time the leave is to begin	26 weeks on full pay. Can be taken at full or half pay.	Up to 26 weeks Application for an additional 52 weeks can be made. Approval is subject to operational requirements.
Continuing or fixed term Employees who have completed less than six (6) months service at the time the leave is to begin	Paid pro-rata entitlement calculated on each completed month of service on 2.1667 weeks for each completed month of service.	Balance up to 52 weeks Application for an additional 52 weeks can be made. Approval is subject to operational requirements.
Eligible Casual Employees	No entitlement	Up to 52 weeks

Secondary Caregiver	Paid leave	Unpaid leave
Continuing or fixed-term Employees	Four (4) weeks paid leave	Two (2) weeks or if birth by caesarean section four (4) weeks. Application for additional leave of up to 52 weeks can be made, Approval is subject to operational requirements.
Eligible Casual Employee	No entitlement	Up to six (6) weeks unpaid leave
Surrogacy leave	Paid leave	Unpaid leave
Continuing or fixed-term Employees	Six (6) weeks	Up to 26 weeks in total
Eligible Casual Employee	No entitlement	Up to 26 weeks
Temporary or Emergency Foster care	Paid leave	Unpaid leave
Continuing or fixed-term Employees	Up to two (2) weeks per occasion, up to a maximum of three (3) placements or occasions per annum	Up to six (6) weeks
Eligible Casual Employee	No entitlement	Up to four (4) weeks

43.4

Parental Leave – Primary Caregiver

43.4.1 An Employee (other than a casual employee) who has completed six (6) months service at the time leave is to begin and who will be the Primary Caregiver at the time of the birth of their child or via adoption or surrogacy arrangement or the time the employee becomes the permanent carer of the child, is entitled to up to 52 weeks parental leave comprising of:

- (a) 26 weeks paid parental leave; and
- (b) up to 26 weeks unpaid parental leave.

Such leave may be taken no earlier than 20 weeks before the expected date of the birth of a child and up to a maximum of 52 weeks after the commencement of the period of paid leave. In the case of adoption, guardianship, or permanent care arrangements, the leave may be taken from the time the arrangement comes into effect.

43.4.2 An Employee (other than a casual employee) who will be the Primary Caregiver and who has completed less than six (6) months service at the time leave is to begin, shall receive a pro-rata entitlement of paid parental leave, calculated on each completed month of service prior to the leave commencing. The entitlement would be calculated on 2.16667 weeks for each completed month of service.

43.4.3 An Eligible Casual Employee who will be the Primary Caregiver is entitled to up to 52 weeks unpaid family leave.

43.4.4 By Agreement with the University, parental leave under this clause may be taken in more than one (1) consolidated period but for not more than two (2) separate periods.

- 43.4.5 For part-time Employees, the paid portion of the leave will be based on their part-time fraction. Where a full-time Employee has converted to part-time employment prior to going on parental leave for reasons related to pregnancy, the Employee will be paid at their full-time rate of pay.
- 43.4.6 Where an Employee is taking a second or subsequent period of parental leave, payment of such leave will be calculated on the average time fraction worked in the six (6) months of paid employment prior to their second or subsequent period of leave.
- 43.4.7 All leave accruals and superannuation contributions during a period of paid parental leave at half pay will be calculated on a *pro rata* basis. Where the Employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements for maintaining the notional full-time rate for both the employee and employer contribution.
- 43.4.8 If requested by an Employee, any paid portion of parental leave may be paid as a lump sum. Payment as lump sum is conditional on the employee entering into an agreement that, should they resign during the period of parental leave for which they have received a lump sum, they will repay the portion of the lump sum that would have related to the period after the resignation had the parental leave been taken and paid in the usual way (i.e. not as a lump sum), and the Employer may deduct the repayment amount from any monies due on cessation of employment. Parental leave can be taken by the primary carer of the child. Only one person can be the primary carer and must produce satisfactory evidence as set out in *clause 43.9*. If both parents work at the University, parental leave can be split between partners with each being able to take a portion of paid parental leave up to a maximum of 26 weeks.
- 43.4.9 An employee may also access the Australian Government's *Paid Parental Leave Scheme* subject to meeting eligibility requirements.

43.5 **Parental Leave – Secondary Caregiver**

- 43.5.1 The provisions of this clause apply to full-time, part-time and Eligible Casual Employees but do not apply to other casual Employees.
- 43.5.2 An Employee who will be the Secondary Caregiver of a Child will be entitled to take up to four (4) weeks paid parental leave. Such leave may be taken during the 12 months after the birth or at the time of placement or adoption. For part-time employees, the leave will be paid based on their part-time fraction.

An Eligible Casual Employee may take up to six (6) weeks unpaid leave.

In addition to the leave entitlement under *clause 43.5.2*, an employee who will be the Secondary Caregiver is entitled to a further two (2) weeks of unpaid parental leave or, if birth is by caesarean section, four (4) weeks of unpaid parental leave. The employee will also be able to access the Australia Government's *Paid Parental Leave* subject to meeting eligibility requirements.

43.6 **Unpaid Parental Leave**

- 43.6.1 In addition to the parental leave entitlements set out in *sub-clause 43.3*, an Employee may apply to the University for additional unpaid parental leave. Subject to operational requirements, an additional period of up to 12 months unpaid leave will be granted.

43.7 **Surrogacy Leave**

- 43.7.1 Where an Employee agrees to be a surrogate on behalf of another couple or person who will become the child's parent after birth, the Employee will be entitled to six (6) weeks paid leave. The Employee is also entitled to further unpaid leave as set out in *clause 43.6.3*. Employees accessing this leave must

provide notice and evidence in accordance with the requirements of *sub-clause 43.9*.

43.8 Temporary or emergency foster care

43.8.1 An Employee who becomes a primary carer for a child/children in temporary or emergency foster care will be entitled to a maximum of two (2) weeks paid leave per placement or occasion, up to a maximum of three (3) placements or occasions per annum. Such leave may be taken in more than one consecutive block on each occasion. Should the Employee later become the permanent carer for the child, the balance of the total 26 weeks paid leave will remain available. Employees may access unpaid leave or other forms of paid leave as provided for in this Agreement where paid leave under this clause is exhausted.

43.9 **Notice and Evidence Requirements.**

- 43.9.1 Unless it is impracticable, an Employee must give notice in writing to their supervisor of their intention to take parental leave at least eight (8) weeks' prior to the date on which the parental leave will commence. This notice will include:
 - 43.9.2 the proposed start and end dates; and
 - 43.9.3 a statutory declaration stating they will be the primary caregiver of the child. If the leave is to be split between Employees as provided for in *sub-clause 43.4.8*, this declaration must clearly state the period each employee will be the primary caregiver; and
 - 43.9.4 appropriate certification relating to the birth, adoption or permanent care of the child and, where appropriate, the Employee's legal responsibility must be produced if required by the University.
- 43.9.5 In situations where unexpected circumstances arise that prevent the Employee providing notification, as set out in *sub-clause 43.9.1*, or the dates originally notified change, the Employee must notify the University as soon as practicable and confirm the changes in writing.
- 43.9.6 An Employee caring for a child/children in a temporary or emergency capacity must notify their supervisor as soon as reasonably practicable of the need to take leave and provide confirmation of their status as a temporary or emergency foster carer for the child/children. Reasonable evidence (including a Statutory Declaration) may be required on each occasion leave is accessed.

43.10 **Fixed-Term Appointments**

- 43.10.1 An Employee who is on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in *sub-clause 43.10.2* and 43.10.3 below.
- 43.10.2 An Employee employed on a fixed-term contract of employment whose contract expires at least 20 weeks prior to the birth of a child or on becoming the primary caregiver via adoption or a surrogacy arrangement, or a permanent carer of a child or the long term foster carer of a child, and whose employment is not continued beyond the expiry date of the contract, will be entitled to 26 weeks paid parental leave subject to fulfilling any eligibility requirements unless:
 - (a) They were offered and refused another contract of employment (on grounds other than primary carer responsibilities) broadly comparable to their existing position; or
 - (b) A significant majority of the duties and responsibilities of the existing position are no longer being performed.

- 43.10.3 An Employee employed on a fixed-term contract who is on parental leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than 12 months from the date of taking the parental leave, will be entitled to the 26 weeks paid parental leave entitlement subject to fulfilling the eligibility requirements set out this clause.

43.11 Continuity of Service and Other Conditions of Employment

- 43.11.1 Absences on parental leave will not break continuity of service with the University.
- 43.11.2 Absences on paid parental leave will count as service for all purposes. Annual and long-service leave will accrue during periods of paid parental leave at the rate salary is earned.
- 43.11.3 Incremental progression will continue during periods of paid parental leave and will not be affected by periods of unpaid parental leave.
- 43.11.4 Absence on unpaid parental leave will not count as service for the purposes of:
- (a) long-service leave unless the Employee has completed seven (7) years' service with the University and the period of unpaid parental leave taken is less than six (6) months; or
 - (b) annual leave.
- 43.11.5 An Employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long-service leave. In the case of long service leave, this may be taken at half pay.
- 43.11.6 Where a public holiday occurs during the period that an Employee is absent on paid parental leave and such holiday is observed by the University, then that day or days shall be added to the amount of paid parental leave that is due to the Employee.

43.12 **Unplanned Cessation of Parental Leave**

- 43.12.1 If parental leave has commenced, or has been approved but not commenced, and:
- (a) where a pregnancy terminates other than by the birth of a living child, or the employee's child dies during the period that the employee is on leave; or
 - (b) in the case of surrogacy, adoption or the permanent care of a child, the child dies during the period that the employee is on leave.
- the Employee will be entitled to a maximum of 26 weeks paid leave from the date or expected date of birth or placement of the child. The Employee may utilise other leave accruals and unpaid leave to take the leave period up to a maximum of 12 months.
- 43.12.2 Where a pregnancy terminates between 13 and 20 weeks and prior to the submission of a request for parental leave, the employee will be entitled to up to four (4) weeks of paid leave, in addition to any compassionate leave entitlement prescribed in this Agreement.
- 43.12.3 A statutory declaration or other supporting information may be provided to support any period of leave pursuant to *sub-clause 43.9*.

43.13 **Resumption of Duty**

One of the benefits of providing effective leave around parental leave and child rearing is to encourage employees to return to work in normal circumstances. Good practice industrial principles should apply, including guaranteeing that employees can return to

their existing position and level or alternative position and level with no disadvantage after embarking on parental leave.

- 43.13.1 An Employee shall confirm their intention to return to work by providing written notice to the relevant supervisor of not less than eight (8) weeks prior to the expiration of the period of parental leave.
- 43.13.2 The Employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, the University shall endeavour to employ the Employee in a position commensurate with the classification and duties for which the employee is qualified, provided that the position is at the substantive grade held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.
- 43.13.3 An Employee on parental leave will be consulted concerning any major changes proposed that may impact on their position, or where there is a significant change in the responsibilities of the position the employee held before commencing parental leave.
- 43.13.4 An Employee returning to work after working a reduced time fraction because of primary carer responsibilities shall be returned to the position and time fraction held immediately prior to working part-time. Where it is not feasible to return the employee to the same position, the Employee shall be placed in a position as nearly comparable to that of the former position.
- 43.13.5 Employees may negotiate return to work from a period of parental leave earlier than the date originally approved.
- 43.13.6 The University must not fail to re-engage a casual employee because:
 - (a) the Employee or Employee's spouse has primary carer responsibilities; or
 - (b) the Employee is or has been immediately absent on parental leave.

43.14 **Return to Work on a Part-time Basis Following Parental Leave**

- 43.14.1 The University is committed to family-friendly work practices and will give due consideration to assisting Employees to balance work and family needs subject to the requirements of the work unit.
- 43.14.2 A full-time Employee may apply to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and family responsibilities.
- 43.14.3 An advice of the intention to return to work on a part-time basis must be made at least eight (8) weeks prior to the completion of the parental leave.

- 43.15 A part-time Employee returning from parental leave is entitled to return to the position held immediately before taking parental leave. If that position no longer exists the employee will return to a position commensurate with the classification and duties for which the Employee is qualified, provided that the position is at the substantive grade and same time-fraction held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.

OTHER AVAILABLE LEAVE

All Employees (including casual employees) are entitled to paid domestic violence leave and paid breastfeeding and lactation breaks. Continuing or Fixed-term employees are entitled to paid leave in the following circumstances:

44. EMERGENCY RESPONSE LEAVE

- 44.1 As a member of a voluntary organisation, an Employee may be granted up to 38 hours paid leave in circumstances where an employee is requested by an emergency service of which they are a member to attend an emergency situation which is causing or threatens to cause damage or injury to life, property or stock or where the employee responds to a call for volunteers to meet a declared bushfire or other Voluntary Emergency Management Activity.
- 44.2 The University may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.
- 44.3 This provision shall apply to casual Employees who would have continued to be engaged but for the emergency response situation. For this class of Employee, where no loss of wages would have occurred, the entitlement of the employee shall be that of a right to return to her or his former position.
- 44.4 'Emergency Service' includes Country Fire Authority, State Emergency Service, Coast Guard, St John Ambulance.
- 44.5 Emergency response leave is non-cumulative.

45. JURY SERVICE AND COURT APPEARANCES

- 45.1 An Employee who is required to attend for Jury Service (including attendance for jury selection) or to attend any court of law as a witness during their ordinary working hours will be granted paid leave for their ordinary hours of work. 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.
- 45.2 Paid leave is conditional upon completion of a leave application and production of a certificate from the court indicating attendance is required.
- 45.3 Any payment made to the Employee for service as a juror during their ordinary hours of work must be repaid to the University, less an amount for reasonable expenses actually incurred.

46. FAMILY/DOMESTIC VIOLENCE LEAVE

- 46.1 The University recognises that Employees may sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing support to Employees who experience domestic violence.
- 46.2 The University accepts the definition of family violence as provided by the *Family, Violence Protection Act 2008 (Vic)* and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member or a close relative of the employee.
- Any personal information provided in relation to situations of domestic violence shall be kept confidential.
- 46.3 Employees experiencing family/domestic violence are entitled to up to 20 days' paid leave per calendar year to attend to medical appointments and legal proceedings, seek safe housing and other activities linked to dealing with domestic violence. This domestic violence leave of 20 days' paid leave does not accumulate from one year to the next.
- 46.4 In addition to the entitlement in *clause 46.3* the University will offer Employees experiencing family/domestic violence a broad range of support. This includes where appropriate:
- 46.4.1 access to personal leave, annual leave or leave without pay once the 20 days leave has been exhausted;

- 46.4.2 changes to hours of work and other appropriate flexible working arrangements, including changes to working times;
 - 46.4.3 changing work location, agreed alternative duties, telephone number or email address; and
 - 46.4.4 additional leave with pay which may be available upon application to the Director, People and Culture.
- 46.5 The University will generally not require evidence. In circumstances where evidence is required, the Employee may provide evidence such as a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, a counselling professional or a statutory declaration.

47. DEFENCE RESERVE SERVICE LEAVE

- 47.1 An Employee required to complete Defence Reserve Service may be granted leave for up to four (4) weeks or 28 calendar days in a year commencing on 1 January.
- 47.2 On recruitment or for initial training as a member of the Defence Reserve, an Employee may be granted leave for up to two (2) weeks or 14 calendar days. This leave is restricted to the Employee's first year of Defence Reserve Service.
- 47.3 With the exception of the additional two (2) weeks on recruitment or for initial training as described in *sub-clause 47.2*, leave can be accumulated and taken over two years to enable the employee to undertake training as a member of the ADF Reserves.
- 47.4 An Employee may apply for additional Defence Reserve Service leave which the University may refuse or grant as leave subject to all the circumstances. Sufficient notice and reasonable evidence should be provided to the University of leave to be taken, and an employee should seek to identify alternative dates for defence service where it causes significant difficulties for the University.
- 47.5 Failure to provide reasonable notice will be grounds for the leave to be refused.
- 47.6 Where the base salary, excluding allowances, received by the Employee from the Australian Defence Force or Defence Reserve Service during the Employee's ordinary hours of duty is below the Employee's salary under this Agreement, the University will, unless exceptional circumstances arise, pay to the Employee make up pay to the level of the Employee's salary under this Agreement for the period of the Defence Reserve Service leave.

48. CULTURAL LEAVE

- 48.1 The parties to this Agreement recognise that the cultural diversity of the University workforce means that some staff may celebrate cultural or religious days of observance which do not coincide with existing public holidays.
- 48.2 A supervisor may require reasonable evidence in support of a request for leave under this clause.

Aboriginal and/or Torres Strait Islander Cultural Leave

- 48.3 Employees who identify as Aboriginal and/ or Torres Strait Islander shall be entitled to up to five (5) days paid leave per calendar year and leave without pay up to a maximum of ten (10) working days per calendar year for the purpose of fulfilling cultural commitments and/or obligations.
- 48.4 If the five (5) days referred to above are not sufficient, an Employee may access a further two (2) days paid leave, providing for up to a total leave period of seven (7) days per calendar year.
- 48.5 The University will grant Aboriginal and/or Torres Strait Islander employees one (1) day of paid leave, additional to that set out in *sub-clause 48.3* to be taken during NAIDOC week to attend celebrations or ceremonies.

- 48.6 An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with the above provision.
- 48.7 Aboriginal and/or Torres Strait Islander casual employees shall be entitled to up to a maximum of ten (10) days' unpaid leave in any 12 month period for the purpose of fulfilling cultural obligations.

Other Cultural and Religious Leave

- 48.8 An employee who is adherent to and celebrates cultural or religious days of observance shall be entitled to up to three (3) days' paid leave (unpaid leave for casual employees) per calendar year for the purpose of fulfilling or observing cultural or religious obligations. Where this involves further time away from work, suitable arrangements could include re-scheduling of work commitments or use of annual leave.

Where it can be demonstrated that the three (3) days referred to above are not sufficient, an employee may access a further two (2) days from the employee's personal leave entitlement if available.

Total entitlement under this clause

- 48.9 Without increasing either entitlement above, the total combined leave entitlement under *sub-clauses 48.3 and 48.5 and 48.8* for any employees who identify as being of Aboriginal and/or Torres Strait Islander descent will not exceed eight (8) days' paid leave and ten (10) days' unpaid leave per calendar year.

Such leave does not accumulate from year to year and cannot be paid out on termination of employment.

49. GENDER AFFIRMATION/TRANSITION LEAVE

- 49.1 An Employee who is affirming their gender is entitled to 30 days' paid leave per annum for purposes incidental to the affirmation of their gender.
- 49.2 The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, attending to any legal matters, or any other activity related to the employee's gender affirmation.
- 49.3 In the first instance the Employee is required to provide evidence such as a letter from a treating practitioner, a letter from a legal practitioner or a statutory declaration. The University will generally not require ongoing evidence.
- 49.4 For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the Employee.
- 49.5 If an Employee has used all of their paid leave under this clause the Employee may access other forms of paid or unpaid leave. Such leave will not be unreasonably refused.

50. REPRODUCTIVE HEALTH AND WELLBEING LEAVE

- 50.1 For the purpose of this clause, reproductive health includes any condition relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome, endometriosis, In Vitro Fertilisation (IVF), breast and/or prostate screening, and other forms of assisted reproductive health services, vasectomy, hysterectomy and terminations. This list is not exhaustive; these issues can be complex and unique. It is an indication of the nature of health issues that reproductive leave is intended to cover.
- 50.2 An Employee experiencing reproductive health issues is entitled to up to ten (10) days per year of paid reproductive health leave for the purpose of treatment and/or management of a reproductive health issue.
- 50.3 Reproductive leave shall apply when an employee has a reproductive health reason and:
- 50.3.1 The Employee is unfit for work because of the reproductive health reason affecting them; or

- 50.3.2 The Employee needs to take leave for reasons specifically associated with reproductive health, including:
- (a) Appointments for monitoring healthcare issues related to prostate or for cervical or breast screening;
 - (b) Surgery or other treatment relating to reproductive organs;
 - (c) Other preventative healthcare measures

50.4 Notice and Evidence Requirements:

- 50.4.1 The Employee shall give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.

50.5 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in *clause 50.3*. Such evidence may include a document issued by a doctor or other treating health professional (including a medical certificate) or a statutory declaration.

50.6 For the avoidance of doubt, this leave is non-cumulative and is provided in addition to any other leave that may be available to the employee.

51. LACTATION BREAKS

51.1 An Employee (including casual employees) who is breastfeeding will be entitled to paid lactation breaks to be taken at the timing and for the duration required by the employee. Access to appropriate facilities including a clean, private space with a refrigerator, secure storage and sink will also be provided.

51.2 Access and frequency of use of this clause does not require approval, but where possible the staff member should notify a colleague that they will be absent from the workspace.

51.3 Employees accessing this clause are not limited by the leave provisions of the *Parental Leave* clauses of this agreement.

52. STUDY LEAVE

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

52.2 Applications for such Leave shall not be unreasonably refused.

53. PUBLIC HOLIDAYS AND END OF YEAR CLOSEDOWN

All Campuses

53.1 Public Holidays

53.1.1 All employees shall be entitled to holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day;
- (b) those prescribed by the relevant government authority as Australia Day, ANZAC Day, King's Birthday and Labour Day; and
- (c) any other day or part-day declared or prescribed by or under a law of a State or Territory.

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

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

- 53.1.4 When New Year's Day, Australia Day or ANZAC Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 53.1.5 The University and an employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday as prescribed in this clause.
- 53.1.6 Where in Victoria or in the relevant local government area or locality where a University Campus is located, other public holidays are declared or prescribed other than those set out in *clause 53.1.1*, those days, shall constitute additional paid holidays for the purpose of this Agreement.
- 53.1.7 Provided that an Employee who does not have ordinary hours of work on the public holiday, or is not rostered to work on that day, they will not be entitled to payment for the public holiday, provided that:
 - (a) where a public holiday (or in the case of substitution, a substitute day) falls on a Rostered Day Off, the University will grant an additional day's pay or leave at ordinary time, to be taken at a mutually agreed time; and
 - (b) no deduction will be made from annual, personal or long service leave credits for a public holiday which occurs during a period of leave.

53.2 End of year closedown

- 53.2.1 The University will close normal operations between Christmas Eve and the working day following the New Year's Day public holiday.
- 53.2.2 The closedown period will constitute five (5) weekdays during which the University will be closed. During this period the following arrangements will be in place:
 - (a) two (2) of those days will be observed as the Christmas Day and Boxing Day public holidays (or public holiday/s in lieu thereof); and
 - (b) employees will be required to take one (1) day of annual leave (or leave without pay where insufficient annual leave credits exist) or an agreed substituted public holiday in accordance with *clause 53.1.5*; and
 - (c) two (2) days will be granted as ex-gratia days of leave.

54. REDUNDANCY PROCESS AND ENTITLEMENTS

- 54.1 This clause does not apply to:
 - 54.1.1 casual Employees; and
 - 54.1.2 Employees engaged on a fixed-term contract whose employment ends because of the expiry of the fixed-term.
- 54.2 The University will adopt the following process to identify Employees in excess of University requirements and therefore to be considered for selection.
- 54.3 Subject to satisfying the requirements of *clauses 9 and/or 10*, the University will convene meetings of potentially affected Employees to seek volunteers. The University may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for the University's continuing function.
- 54.4 Where insufficient volunteers or too many volunteers are forthcoming, the University will determine those Employees in excess of its requirements taking into account the following criteria:

- 54.4.1 the required qualifications, skills and abilities between Employees as required for the continuing operation of the program;
- 54.4.2 any special qualifications or aptitude for the position/s continuing to be required to be performed by the University; and
- 54.4.3 any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.
- 54.5 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as excess to University requirements will be that person whose selection causes the least disruption to the continuing operation of the University.
- 54.6 Subject to this clause, the parties agree that University policies in relation to redeployment and termination of employment are to apply for the life of this Agreement. Such policies may only be varied following consultation and agreement with the Union in accordance with *clause 8*. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.
- 54.7 An Employee is entitled to redundancy pay in accordance with the FW Act, except to the extent that the table below provides for a greater benefit. This does not prevent the University from applying a more generous policy with respect to redundancy pay.
- 54.8 Should the affected Employee seek redeployment, the University will, as far as is reasonably practicable, endeavour to find a suitable vacant position throughout the notice period.
- 54.9 **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

Further assistance

- 54.10 During the notice period an affected Employee will be eligible for the following assistance:
- 54.10.1 Outplacement and retraining support to a maximum value of \$1000.
- 54.10.2 Time off without loss of pay to attend job interviews or other job search activities, subject to the Employee providing documentary evidence of such activity.

- 54.10.3 A letter from the University certifying that the Employee was the occupant of a position deemed to be surplus to the requirements of the University.

55. WORKPLACE DELEGATES' RIGHTS

- 55.1 The University recognises the exercise of any workplace delegates' rights provided for under *section 350C* of the FW Act.

For the avoidance of doubt, disputes about this clause may be dealt with through the dispute resolution procedure in this Agreement.

- 55.2 Before exercising entitlements under this clause, a workplace delegate must give the University written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the University with evidence that would satisfy a reasonable person of their appointment or election.

- 55.3 An Employee who ceases to be a workplace delegate must give written notice to the University within 14 days of becoming aware that their role as a workplace delegate will be ceasing and advise of the effective date of such cessation.

55.4 Right of representation

- 55.4.1 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under *section 176* of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within this agreement or policy of the University under which eligible employees are entitled to be represented and which concerns their industrial interests.

- 55.4.2 The University will provide time allowances to workplace delegates in accordance with *clause 57* of this Agreement to allow them to undertake their duties.

55.5 Entitlement to reasonable communication

- 55.5.1 A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- 55.5.2 A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

55.6 Entitlement to reasonable access to the workplace and workplace facilities

- 55.6.1 The University will provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;

- (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi, as set out in *clause 59* of this Agreement;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

55.6.2 The University is not required to provide access to or use of a workplace facility under this clause if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

55.7 Entitlement to reasonable access to training

The University will provide a workplace delegate with access to training for industrial dispute resolution training in accordance with *clause 56* of this Agreement.

55.8 Exercise of entitlements under this clause

55.8.1 A workplace delegate's entitlements under *clause 55* are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an Employee;
- (b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.

55.8.2 This clause does not require the University to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.

55.8.3 This clause does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under *section 350A* of the Act the University must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

56. LEAVE FOR INDUSTRIAL DISPUTE RESOLUTION TRAINING

56.1 A workplace delegate shall be entitled to a maximum of five (5) days paid leave per calendar year or an aggregate of 10 days paid leave over two (2) calendar years to attend an activity or course of study which contributes to a better understanding of dispute resolution provisions of this Agreement.

- 56.2 The workplace delegate must give the University not less than five (5) weeks' notice (unless a shorter period of notice is agreed to) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 56.3 If requested by the Employer, the workplace delegate must provide the employer with an outline of the training content.
- 56.4 The University must advise the workplace delegate not less than two (2) weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval will not be unreasonably withheld unless it cause undue inconvenience to the University.
- 56.5 Leave granted under this clause:
- 56.5.1 shall be on full pay which shall include payments which are deemed to be payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training, but shall not include payments for work outside ordinary hours or excess hours payments
 - 56.5.2 may include any necessary traveling time in normal working hours immediately before or after the activity or course; and
 - 56.5.3 shall count as service for all purposes.
- 56.6 A workplace delegate 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.
- 56.7 The workplace delegate must, within seven (7) days after the day on which the training ends, provide the University with evidence that would satisfy a reasonable person of their attendance at the training.

57. INDUCTIONS AND INFORMATION

- 57.1 The University will include in its online induction system for all new staff relevant union material and web links and will consult with the union/s in relation to any changes to the online induction system.
- 57.2 The University will provide opportunities for workplace delegates to meet with new staff on a regular basis. Details of new employees will be provided regularly at UCC meetings.

58. LEAVE TO ATTEND TRADE UNION COUNCIL MEETINGS

- 58.1 Workplace delegates elected to represent the AEU as Councillors will be given up to eight (8) days leave in any one (1) calendar year to attend union council meetings or councillor training. The Union will provide a list of annual council dates to the University no later than the end of January each year.

59. ELECTRONIC COMMUNICATIONS

- 59.1 Employees are allowed reasonable access to electronic communication to facilitate communication between Employees and their representatives, which may include a Union, on matters pertaining to the University–Employee relationships.
- 59.2 The University will not interfere with communications between an Employee and a Union representative and will consider such communications as confidential between the Employee and the Union, provided such communication complies with *clause 59.3*.
- 59.3 Union representatives using the University's electronic communication systems for Union related matters will exercise their rights reasonably, in accordance with law and pursuant to the University's policy. Where the University proposes to introduce or vary an electronic

communications policy related to Union utilisation, there shall be consultation between the University and the Union.

60. AEU REPRESENTATIVES' TIME ALLOWANCE

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

61. INDIVIDUAL FLEXIBILITY TERM

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

- 61.1.1 the arrangement deals with one or more of the following matters:

- (a) part-time employment;
- (b) qualification-based career path;
- (c) annual leave loading;
- (d) hours of work;
- (e) public holidays;
- (f) annual leave;
- (g) long service leave;
- (h) parental leave; and

- 61.1.2 the arrangement meets the genuine needs of the University and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

- 61.1.3 the arrangement is genuinely agreed to by the University and Employee.

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

- 61.2.1 are about permitted matters under *section 172* of the FW Act; and

- 61.2.2 are not unlawful terms under *section 194* of the FW Act; and

- 61.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 61.3 The University must ensure that the individual flexibility arrangement:

- 61.3.1 is in writing;

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

- 61.3.2 includes details of:

- (a) the terms of this Agreement that will be varied by the arrangement;
- (b) how the arrangement will vary the effect of the terms;
- (c) 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
- (d) states the day on which the arrangement commences.

- 61.3.3 The University must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 61.3.4 The University or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the University and Employee agree in writing at any time.

62. OVERALL TOTAL REMUNERATION PACKAGE FOR OVERSEAS-BASED EMPLOYEES

- 62.1 Nothing contained elsewhere in the Agreement precludes an University and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.
- 62.2 The overall total remuneration package will comprise the Agreement salary rate, University superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 62.3 In such cases, the written agreement between the University and the Employee will specify:
- 62.3.1 the period for which the agreement will operate;
 - 62.3.2 the overall total or flat salary and University superannuation contributions to apply; and
 - 62.3.3 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.
- 62.4 An overall remuneration package will not disadvantage an Employee when comparing their total remuneration inclusive of University superannuation contributions with the salary, University superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 62.5 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time will be provided for the University and Employee to consider the proposal and seek advice.

63. UNIFORMS AND PROTECTIVE CLOTHING

- 63.1 Provision of uniforms for TAFE Teaching employees including casual employees who have been continuously employed for six (6) months or more will be undertaken on the following basis:
- 63.1.1 Up to \$300 plus GST will be allocated to eligible employees with six (6) months or more service, on their anniversary date. Employees will be able to choose appropriate uniform from a uniform catalogue provided by the University. The \$300 will be adjusted by the CPI figure on 1 January over each year of this Agreement.
 - 63.1.2 The University will replace uniform due to damage or fair wear and tear as requested by employee from their annual allocation.
 - 63.1.3 Employees will be required to wear supplied uniform when they are on campus or are representing the University at both internal and external events.
- 63.2 The University is committed to ensuring that all relevant personal protective clothing that is required by law is provided to employees in addition to the provisions of *clause 62.1.1*.
- 63.3 The University will supply to each relevant employee (not casuals) appropriate safety boots/shoes, if they are required as part of their teaching duties. Safety boots/shoes to be subsidised to a value of up to \$230 will be replaced 12 months from their issue date, if new boots are required, or earlier if damaged or worn out. Early replacement will require damaged boots to be returned.
- 63.4 Uniforms remain the property of the University and must be returned upon termination of employment.

SCHEDULES:

Schedule 1 – Rates of pay

Schedule 2 – Classification descriptors

Schedule 3 – Qualification requirements and Commencement salaries

Schedule 4 – Approved qualifications

Schedule 5 – Implementation and transition arrangements

SCHEDULE 1 – RATES OF PAY

	Current Includes 2023 admin increase	FFPP after agreement approval 2025	FFPP after 1/10/2025	FFPP after agreement approval anniversary 2026	FFPP after 1/10/2026	FFPP after agreement approval anniversary 2027	FFPP after 1/10/2027	FFPP after agreement approval anniversary 2028
Salary increases		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	2.00%
EM3	\$ 124,066	\$ 125,927	\$ 127,816	\$ 129,733	\$ 131,679	\$ 133,654	\$ 135,659	\$ 138,372
EM2	\$ 120,500	\$ 122,308	\$ 124,142	\$ 126,004	\$ 127,894	\$ 129,813	\$ 131,760	\$ 134,395
EM1	\$ 117,038	\$ 118,794	\$ 120,575	\$ 122,384	\$ 124,220	\$ 126,083	\$ 127,974	\$ 130,534
L3.4	\$ 113,575	\$ 115,279	\$ 117,008	\$ 118,763	\$ 120,544	\$ 122,353	\$ 124,188	\$ 126,672
L3.3	\$ 110,112	\$ 111,764	\$ 113,440	\$ 115,142	\$ 116,869	\$ 118,622	\$ 120,401	\$ 122,809
L3.2	\$ 106,028	\$ 107,618	\$ 109,233	\$ 110,871	\$ 112,534	\$ 114,222	\$ 115,936	\$ 118,254
L3.1	\$ 101,944	\$ 103,473	\$ 105,025	\$ 106,601	\$ 108,200	\$ 109,823	\$ 111,470	\$ 113,699
L2.3	\$ 95,804	\$ 97,241	\$ 98,700	\$ 100,180	\$ 101,683	\$ 103,208	\$ 104,756	\$ 106,851
L2.2	\$ 93,341	\$ 94,741	\$ 96,162	\$ 97,605	\$ 99,069	\$ 100,555	\$ 102,063	\$ 104,104
L2.1	\$ 86,839	\$ 88,142	\$ 89,464	\$ 90,806	\$ 92,168	\$ 93,550	\$ 94,954	\$ 96,853
L1.2	\$ 85,065	\$ 86,341	\$ 87,636	\$ 88,951	\$ 90,285	\$ 91,639	\$ 93,014	\$ 94,874
L1.1	\$ 80,105	\$ 81,307	\$ 82,526	\$ 83,764	\$ 85,021	\$ 86,296	\$ 87,590	\$ 89,342

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

CASUAL RATES

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

		Current Includes 2023 admin increase	FFPP after agreement approval 2025	FFPP after 1/10/2025	FFPP after agreement approval anniversary 2026	FFPP after 1/10/2026	FFPP after agreement approval anniversary 2027	FFPP after 1/10/2027	FFPP after agreement approval anniversary 2028
			1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	2.00%
Teaching									
	Level 3 (AQF6+)	\$ 90.33	\$ 91.68	\$ 93.06	\$ 94.46	\$ 95.87	\$ 97.31	\$ 98.77	\$ 100.75
Diploma Qualified	Level 2 (AQF5+)	\$ 86.90	\$ 88.20	\$ 89.53	\$ 90.87	\$ 92.23	\$ 93.62	\$ 95.02	\$ 96.92
Cert IV Qualified	Level 1 (AQF4+)	\$ 83.61	\$ 84.86	\$ 86.14	\$ 87.43	\$ 88.74	\$ 90.07	\$ 91.42	\$ 93.25
Non-Teaching									
	Level 3 (AQF6+)	\$ 61.37	\$ 62.29	\$ 63.22	\$ 64.17	\$ 65.14	\$ 66.11	\$ 67.10	\$ 68.45
Diploma Qualified	Level 2 (AQF5+)	\$ 59.06	\$ 59.95	\$ 60.85	\$ 61.76	\$ 62.68	\$ 63.62	\$ 64.58	\$ 65.87
Cert IV Qualified	Level 1 (AQF4+)	\$ 56.83	\$ 57.68	\$ 58.55	\$ 59.43	\$ 60.32	\$ 61.22	\$ 62.14	\$ 63.38

SCHEDULE 2 – CLASSIFICATION DESCRIPTORS

LEVEL	RESPONSIBILITIES	ELIGIBILITY AND VARIATIONS TO RESPONSIBILITIES
Level 1 Teacher	<p>TAE Qualified, typically with a minimum of 2 years industry experience. <i>Formal mentoring support is available from a more experienced teacher for L1.1 and L1.2, with less than 2 years teaching experience.</i></p> <p>Teaching Responsibilities include:</p> <ul style="list-style-type: none"> • Deliver training sessions for classroom, industry, distance or web-based learners. • Planning and preparation for teaching • Conduct assessment of learner capability using approved assessment strategies. • Establish and maintain an inclusive learning environment. • Classroom management • Supporting and supervising students • Educational & vocational currency • Implementation of the learning process including student participation and student learning plans for students at risk • Undertaking a range of administrative requirements related to teaching role • Encourage students to take responsibility for their own learning. • Participating in student entry level assessment and course selection • Setting and achieving teaching objectives • Undertake professional development in educational and technical disciplines. • Comply with appropriate legislative requirements and organisational policies, including record-keeping and reporting. • Establish and maintain networks with industry, relevant VET bodies and other stakeholders. • Reasonable adjustment to suit individual learners needs (with consultation) • Participation in moderating and validation of outcomes • Assist with basic educational pastoral care, student counselling and consultation and referral to appropriate support services. 	<p>L1.1 teacher under Supervision <i>A teacher who is making progress towards completing an approved training and assessment credential (Cert IV or Diploma from the TAE Training Package), may deliver training and assessment under supervision.</i></p> <p>Undertake the responsibilities of a qualified L1 teacher, except that:</p> <ul style="list-style-type: none"> • Delivery of training sessions for classroom, industry, distance or web-based learners is under supervision • Conduct assessment of learner capability using approved assessment strategies under supervision. <p>L1.2 Qualified teacher (TAE) <i>A teacher who has completed an approved training and assessment credential (Cert IV or Diploma from the TAE Training Package),</i></p> <p>Undertake the responsibilities of a qualified L1 teacher with minimal supervision.</p> <p><i>Teacher currency, classroom management skills and reasonable adjustment to suit individual learners to be applied and contribute to assessment and curriculum development as a teacher gains experience..</i></p>

Level 2 Teacher	<p>AQF5 Qualified, typically with a minimum of 2 years industry experience. In addition to L1 duties, teaching responsibilities include:</p> <ul style="list-style-type: none"> • Teaching units/courses • Reasonable adjustment to suit individual learners needs • Managing the learning process including student participation and student learning plans for students at risk • Referring students to additional supports • Conducting student entry level assessment and course selection • Setting and achieving teaching objectives • Moderating and validation of outcomes • Curriculum development/resources development for existing courses/ classes that are currently being taught by the teacher • Mentor entry level teachers • Assist new curriculum/new course development • Undertake basic educational pastoral care • Assist with staff induction. 	<p>L2.1 Gaining AQF5 Qualification and at least 12 months teaching experience. <i>A teacher undertaking an approved AQF5 teaching qualification, and who has successfully completed 1/3 of the course requirements. Incremental Progression is only on attainment of the full AQF5 qualification.</i></p> <p>Undertake the responsibilities of a qualified L2 teacher, except:</p> <ul style="list-style-type: none"> • Not Mentoring teachers; and • That curriculum development/resources development for existing courses/classes that are currently being taught by the teacher is under supervision <p><i>Formal mentoring support is available for L2.1 from a more experienced teacher.</i></p> <p>L2.2 – L2.3 AQF5 Qualification with at least 12 months teaching experience. <i>A teacher who has successfully completed an approved AQF5 teaching qualification will deliver training, undertake assessment, and may contribute to assessment and curriculum.</i></p>
Level 3 Teacher	<p>AQF6 or above Qualified, typically with a minimum of 2 years industry experience and at least 12 months teaching experience In addition to L1 and L2 duties, teaching responsibilities include:</p> <ul style="list-style-type: none"> • Developing new resources and curriculum for new units and courses due to new training packages and updates; • Designing and developing assessments • Administering compliance documentation • Assisting with staff induction • Assisting in providing advice with team developmental needs. • Liaising as appropriate with specialist inter Training Provider networks and learning communities • Providing educational pastoral care to students leading to more complex problem resolution • Encouraging and supporting innovative strategies • Setting priorities, planning and managing resources 	<p>L3.1 Gaining AQF6 Qualification or above with at least 12 months teaching experience. <i>A teacher undertaking an approved AQF6 teaching qualification or above and who has successfully completed 1/4 of the course requirements. Incremental progression is only on attainment of the AQF6 or above qualification.</i></p> <p>Undertake the responsibilities of a qualified L3 teacher, except that:</p> <ul style="list-style-type: none"> • Curriculum development/resources development for new units and courses due to training packages and updates is under supervision <p>L3.2 - L3.4 AQF6 Qualification or above <i>A teacher who has successfully completed an approved AQF6 qualification or above, will deliver training, undertake</i></p>

	<ul style="list-style-type: none"> • Providing a well-developed range of teaching strategies to TAFE students and other clients both within and external to the Institute • Planning and conducting information sessions and student selection processes, as appropriate • Providing contact point for course content and student issues • Developing teaching and learning strategies and materials • Adapting learning and assessment materials to cater for different students' needs, learning environments, facilities and resources • Moderating and validation of outcomes • Supervising and guiding of trainee teachers and entry level teachers • Mentor entry level or above teachers • Coordinating classes and student resources • Customising existing units of competency and courses, as appropriate to meet Industry needs <p>Undertaking applied research of course resources and teaching practices.</p>	<p>assessment, and develop resources, assessment, and curriculum.</p>
Lead Educator	<p>AQF5 or AQF6 Qualified, typically with a minimum of 2 years industry experience and teaching experience</p> <p><i>A teacher at this level will maintain a teaching role, with teaching hours reduced in proportion to the hours allocated from the duties below.</i></p> <p><i>A minimum teaching load would be 20% of a teaching load for their time fraction, except where otherwise agreed.</i></p> <p>Educator responsibilities include:</p> <ul style="list-style-type: none"> • Providing leadership in specialist areas • Advising and supporting team members with resource evaluation and curriculum design development and implementation • Providing advice and recommendations on the development of training and assessment strategies and lead the implementation. • Coordinating courses and units (without people management responsibilities) • Providing advice and guidance within areas of specialist expertise • Developing units and courses, as appropriate to meet Industry needs • Assisting with responding to learning difficulties and identifying appropriate teaching strategies 	<p><i>This level is not an automatic progression position. A position under this level is based on the Institute's operational needs and appointment to this level, including on a temporary fixed term or secondment basis, as determined by the Institute.</i></p> <p>For the period of appointment as a Lead Educator, the teacher will be paid at the salary point for EM1.</p>

	<ul style="list-style-type: none"> • Providing authoritative advice to stakeholders in relation to learning needs of students and training needs of industry • Trialing and reporting on innovative delivery strategies • Researching, developing and improving TAFE curriculum, teaching and learning methods and making recommendations for continuous improvement. • Researching and preparing teaching resources/methods for teacher practice • Developing and designing courses within department • Making recommendations in relation to the establishment, maintenance and reviewing of teaching programs, and implementation of any outcomes. 	
--	---	--

NOTE:

Education Manager levels are not automatic progression positions. A position under this level is based on the Institute's operational needs and appointment to this level, including on a temporary fixed term or secondment basis, as determined by the Institute.

EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
<p>Employees appointed to positions at this classification:</p> <ul style="list-style-type: none"> • Manage the educational delivery in a specific industry focused area. • Lead a team to effectively deliver operational outcomes. • Play a major role with senior representatives of associated client groups and other key stakeholders for a specific range of programs/courses. • Undertake an educational leadership role requiring management and/or teaching skills. 	<p>Employees appointed to this classification:</p> <ul style="list-style-type: none"> • Are skilled educational leaders and managers who have proven academic leadership skills in the delivery of programs and courses • Have significant educational and/or business focussed functions and responsibilities. • An operational focus on the successful delivery of the programs and courses within their assigned portfolio. • Ensure industry and vocational currency for all staff within their assigned portfolios. 	<p>Employees appointed to this classification:</p> <p>Have significant educational and business focussed functions and responsibilities at organisational and operational levels above Education Manager 1 and 2 levels</p>
Manages program delivery ensuring compliant, high quality vocational education and training delivery	Leads the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients.	Leads the development of Operational Educational Plans aligned to the Institutes Strategic Plan
EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3

Manages the recruitment and selection process and induction of educators	Manages and monitors the human and physical resourcing of the department	Undertakes a leadership role within the Institute through a range of activities including mentoring, management, leading innovative and strategic practices
Provides support to the team including coaching, mentoring and facilitating professional development actions	Leads the team through coaching, mentoring, resource optimisation and facilitating professional development actions	Ensures staff resourcing, development planning and capability is in place across areas of responsibility
Implements and operationalises the organisation's strategic plan	Ensures alignment of the team to the organisational strategy	Communicates the Institute's strategic directions effectively within and external to the Institute
Reviews and make recommendations on continuous improvement strategies (e.g. alternative delivery modes)	Researches and initiates continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting	Represents the organisation both internally and externally in a range of government and industry contexts both locally and internationally
Allocates and resources the development of units and courses	Leads educators to apply regulatory requirements concerning Intellectual Property	
Leads the moderation and validation processes	Makes a significant contribution to teaching strategies and directions	
Proposes and implements a range of programs/courses for future delivery together with other Education Managers and Educators	Plans for, manages, monitors, and evaluates the development of learning resources in the program area	Responsible for quality and compliance of all educational resources across areas of responsibility
Designs and develops projects to address learning difficulties and teaching strategies	Responsibility for approval of project design and implementation	Responsible for project deliverables across all areas of responsibility
Manages the review of teaching and assessment strategies	Leads and monitors the documentation of all reporting for quality and compliance purposes	Responsible for quality, compliance and validation
Participates in and manages negotiation and dispute resolution situations in relation to teaching and assessment matters	Leads complex negotiation and dispute resolution situations in relation to teaching and assessment matters	Leads complex negotiation and dispute resolution situations
Assists in the implementation of the industrial agreement and dispute resolution processes	Manages the implementation of the industrial agreement and actively participates in dispute resolution processes	Ensures the consistent implementation of the industrial agreement and leads dispute resolution processes in conjunction with specialist staff as required
EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3

Designs, develops and customises e-learning resources to support the delivery of a range of qualifications	Reviews information, data and systems to make sound business and training decisions	
Collaborates with other research organisations.	Benchmarks programs and implements improvement strategies as appropriate.	

Judgement, Problem Solving, Accountability and Extent of Authority		
EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Implements operational framework	Manages and reviews operational framework	Develops and defines the operational framework
Uses specialist knowledge, collaborative approach and sound judgement to resolve challenges	Uses workplace understanding, a collaborative approach and sound judgement to resolve challenges	Applies organisational and sector knowledge and understanding, collaborative approach and sound judgement to resolve challenges
Coordinates and supervises a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies	Leads and manages large functional team or specialist operations including course planning, financial responsibility and all people management responsibilities	Manages staff, financial and capital resources to maintain a financially sustainable department/s
Manages resource requirements including timetables for review	Provides educational leadership in the workplace	Provides educational leadership aligned to the Organisation Strategic Plan and the strategic direction in VET (e.g. Victorian Skills Plan / National VET agenda)
Provides necessary resources for program maintenance and development	Evaluates team developmental needs including professional developmental plans and multi-skilling needs.	Represents the organisation in broad range of external environments
Manages and monitors planning for teaching program delivery to ensure learning theories are applied to address learner needs	Mentors others in management and leadership of learning environment and develops teaching and learning operational plan	
Provides advice and recommendations on costing and resourcing implications of proposed programs	Manages the costing and resourcing of proposed programs	Oversees and/or leads the development of learning strategies and associated budgets and resources
EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3

Ensures the implementation of e-learning resources to support the delivery of a range of qualifications	Leads teams in the research, use and application of a range of delivery and assessment strategies across teaching programs	Drives change and innovation across the design and delivery of assessment strategies and teaching programs
Contributes to tenders and submissions	Manages and monitors tenders and submissions	Develops tenders and submissions for contracts and manages contract requirements
Implements course and staff resource needs including scheduling for delivery and assessment	Contributes to and manages the review and planning of teaching program delivery to ensure learning theories are applied to address learner needs	Leads the review of available data to manage, monitor and plan for teaching program delivery in relation to resource planning and scheduling
Collaborates with other research organisations		
Maintains currency of RPL processes and workplace assessment documentation	Develops RPL processes and workplace assessment documentation	Oversees the development and implementation of RPL processes and workplace assessment documentation
Monitors the validation and moderation processes	Leads and manages reviews and evaluations of the processes for continuous improvement in achievement of outcomes	Leads and manages a quality and financially sustainable operation aligned to strategic priorities and industry and community needs
Participates in industry engagement and completes required documentation	Consults with and advises potential clients including students, business, industry or community groups on training products and services available.	Conducts feasibility studies on proposed and existing courses including commercial ventures
Contributes to the development of online content for commercial ventures	Manages the development and implementation of online content for commercial ventures.	Facilitates the development and implementation of online content for commercial ventures
Manages and monitors planning of schedules and resources for delivery and assessment.		

Organisational Relationships and Impacts		
EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Enables the efficient integration of delivery strategies across departmental boundaries	Negotiates extensively with Industry, and other stakeholders on matters that have significant, long term, operational impact.	Negotiates extensively with Industry, Government and other stakeholders on matters that have significant, long term, Strategic impact.
Builds networks across the teams/departments	Builds networks within the wider community and source and develop future training needs.	Leads the development, review and implementation of Institute strategic educational plans, initiatives and policies.
Promotes and represents the department/Institute regionally	Promotes and represents the Department/ Institute regionally and beyond	Promotes and represents the Department/ Institute regionally and beyond, including with government bodies
Demonstrates working knowledge and understanding of compliance requirements with the regulatory framework within which VET programs are delivered and routinely applies Standards and Guidelines that apply to VET providers	Leads compliance with the Standards and Guidelines that apply to VET providers	Responsible for the regulatory requirements for the VET context
Has operational knowledge and understanding of industrial agreement and participates in dispute resolution in conjunction with specialist staff	Has thorough knowledge and understanding of industrial awards and agreement and actively participates in dispute resolution of industrial and HR matters in conjunction with specialist staff	Has thorough knowledge and understanding of industrial awards and agreements, actively participates in complex HR matters and dispute resolution in conjunction with specialist staff, and oversees the consistent application of the terms and conditions of awards and agreements
Plays an active role in establishing and enhancing links with the greater community to further education in practice.	Demonstrates knowledge and understanding of key state and national drivers to inform decision making	Demonstrates and applies knowledge and understanding of key state and national drivers to make sound decision making aligned to business strategy
Identifies VET pedagogical support materials, frameworks and professional development pathways to assist colleagues in addressing skill gaps	Manages VET pedagogical support materials, frameworks and professional development pathways to assist colleagues in addressing skill gaps	Leads and monitors project development and management frameworks

EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Demonstrates knowledge and understanding of funding structure and monitors the budget	Manages partnerships and associated delivery requirements and monitors the budget	Leads and applies the principles and protocols of consultancy and market research to access funding and partnership opportunities and manages the budget
Ensures advice on curriculum and innovative education and training which meets the needs of learners and industry is implemented	Develops strategies to support curriculum and innovative education and training which meets the needs of learners and industry	Oversees continuous improvement and innovation initiatives within all areas of accountability ensuring relevance and currency
Understands and applies advanced teaching methodology including consideration of: <ul style="list-style-type: none"> ► Future technologies ► Implementation strategies and ► Student educational pathways 	Manages advanced teaching methodology including consideration of: <ul style="list-style-type: none"> ► Future technologies ► Implementation strategies and ► Student educational pathways 	Develops strategic framework for advanced teaching methodology including consideration of: <ul style="list-style-type: none"> ► Future technologies ► Implementation strategies and ► Student educational pathways
Understands, accesses and applies organisational processes in the documenting and reporting of strategic and operational outcomes.	Manages organisational processes in the documenting and reporting of strategic and operational outcomes.	Leads organisational processes in the documenting and reporting of strategic and operational outcomes.

Lead Skills, knowledge and Experience (in addition to AQF requirements)			
	EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Negotiation and Consultation	Applies negotiation and consultative skills by liaising across the delivery area to ensure teaching and assessment reflects current industry practices	Negotiates and consults with industry bodies and stakeholders to ensure that learning programs meet or exceed expectations and that teaching and assessment practices reflect current requirements	Negotiates and consults with industry bodies and stakeholders to ensure that learning programs meet or exceed expectations and that teaching and assessment practices reflect current industry trends
Teamwork and Communication	Adapts communication style to suit audience and context; mentors and builds constructive relationships with colleagues and generates ideas for improvements.	Adapts communication style to suit audience and context; mentors and builds constructive relationships with colleagues and generates ideas for improvements.	Mentors team to foster learner engagement, retention and success; communicates persuasive messages to a range of audiences
Innovation	Contributes ideas to enhance and improve work practices and encourages team members to share ideas	Contributes ideas to enhance and improve work practices and encourages team members to share ideas	Encourages staff to generate, share and contribute to new and different approaches; advocates for change

	EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Quality, Processes and Standards	Understands VET standards and relevant legislation and ensures team compliance in work practices	Monitors and improves team compliance in work practices	Ensures areas of responsibility are compliant with VET standards, and relevant legislation and regulations
Teaching	Demonstrates thorough understanding of educational theories; determines applicability of theories to the learning needs of individuals and groups	Understands and applies a range of learning theories to expand and improve teaching repertoire for a range of learners.	Models and leads others in the understanding of relevant theoretical frameworks about learning and teaching in VET and ensures the application of theories in VET teaching practice
Assessment	Demonstrates and ensures effective implementation of the principles of assessment and the rules of evidence	Reviews the implementation of the principles of assessment and the rules of evidence and supports understanding in others	Leads others to interpret and apply relevant theory to improve assessment practice; undertakes research to inform assessment practice
Leadership	Demonstrates values-based leadership which enables: <ul style="list-style-type: none"> ▶ Decision making ▶ Critical thinking and analysis ▶ Modes of communication ▶ Means of conducting negotiation ▶ Teamwork 	Demonstrates values-based leadership which enables: <ul style="list-style-type: none"> ▶ Decision making ▶ Critical thinking and analysis ▶ Modes of communication ▶ Means of conducting negotiation ▶ Teamwork 	Demonstrates values-based leadership which enables: <ul style="list-style-type: none"> ▶ Decision making ▶ Critical thinking and analysis ▶ Modes of communication ▶ Means of conducting negotiation ▶ Teamwork

SCHEDULE 3 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY

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

Classification	Educational Qualifications	Educational Experience	Combined Vocational and Teaching Experience
EM 3	AQF 5 or 6 or above as described in Schedule 2		
EM 2	AQF 5 or 6 or above as described in Schedule 2		
EM 1	AQF 5 or 6 or above as described in Schedule 2		
Lead Teacher	AQF 5 or 6 or above as described in Schedule 2	6 years plus	

Classification	Educational Qualifications	Educational Experience	Combined Vocational and Teaching Experience
L3.4	AQF 6 or above as described in Schedule 2	4 years	AQF 5 or above and 2 or more years vocational experience
L3.3	AQF 6 or above as described in Schedule 2	3 years	AQF 5 or above and 2 or more years vocational experience
L3.2	AQF 6 or above as described in Schedule 2	2 years	AQF 5 or above and 2 or more years vocational experience
L3.1	Obtaining AQF 6 or above as described in Schedule 2	1 year	
L2.3	AQF 5 as described in Schedule 2	3 years	AQF 5 and 3 or more years vocational experience
L2.2	Approved AQF 5 as described in Schedule 2	2 years	AQF 5 and 2 or more years vocational experience
L2.1	Obtaining AQF 5 as described in Schedule 2	1 year	
L1.2	Cert IV TAE as described in Schedule 2	1 year or more	1 year teaching at Cert IV TAE and 2 or more years vocational experience
L1.1	Obtaining Cert IV TAE as described in Schedule 2	Up to 1 year	

3. 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 (1) increment.
4. Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two (2) increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:
 - (i) for each two (2) years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one (1) increment;
 - (ii) for each two (2) years of approved industrial experience in excess of the years listed in clause 3 of this schedule a teacher shall receive one increment;
 - (iii) 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;
5. Where a casual employee is converted to a fixed term or ongoing position by the employer each 400 teaching hours casual prior service with the employer shall be recognised as one increment when establishing the commencing salary.

SCHEDULE 4 – APPROVED QUALIFICATIONS

SCOPE AND PURPOSE

1. This Schedule establishes the approved teacher qualification requirements for:
 - (i) entitlement for a TAFE teacher to commence employment;
 - (ii) identification of the appropriate level on the incremental salary scale in the teacher classifications;
 - (iii) for progression along that salary scale; and
 - (iv) appointment to the Education Manager classification.

AQF Level 5 teaching qualification

2. For a Level 5 teaching qualification to be approved for the purposes of the Agreement it must contain:
 - (i) studies in adult learning methodology
 - (ii) studies in teaching in a Vocational Education environment
 - (iii) studies in Applied Research
 - (iv) 200 hours of supervised practicum.

AQF Level 6 or above teaching qualification

3. For a Level 6 or above teaching qualification to be approved for the purposes of the Agreement it must contain:
 - (i) studies in adult learning methodology
 - (ii) studies in teaching in a Vocational Education environment
 - (iii) studies in Applied Research
 - (iv) 200 hours of supervised practicum.

SUPERVISED TEACHING PRACTICE

4. 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

- (i) 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.
- (ii) 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

5. In addition to direct supervision, a teacher candidate will be expected to participate in other professional teaching practices as follows:
 - (i) 50 hours in which the teacher candidate observes the teaching practice of other teacher practitioners; and
 - (ii) 50 hours in which the teacher candidate participates in activities such as:
 - (a) attendance at meetings of teachers,
 - (b) development of course materials,

- (c) student interviews,
 - (d) industry liaison and consultation with external authorities and enterprises; and
 - (iii) 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.
- 6. The teaching practice of the teacher candidate must involve delivery in classroom-based instruction, off-campus, workplace and on-line.
- 7. 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.
- 8. 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.

Teachers In non-Vocational Education

- 9. An AQF 5 or AQF 6 and above teacher qualified in a non-vocational education setting (including AMEP, LLN, VCE, SEE, VCE VM, foundation studies and education, or similar teaching discipline that is accredited non-vocational) will be deemed to have met any qualification requirements under the Agreement (including being fully qualified for the purpose of Schedule 3) provided that the teaching qualification includes completion of the supervised teaching practice requirements for AQF 5 or AQF 6 and above.

SCHEDULE 5 – IMPLEMENTATION AND TRANSITION ARRANGEMENTS

- The following table sets out the translation arrangements that will apply on the date the Agreement commences only in respect of employees who are employed as at the date of commencement.

Classification level prior to the commencement of the Agreement	Translation on commencement of the Agreement
EM 3	EM 3
EM 2	EM 2
EM 1	EM 1
L3.4	L3.4
L3.3	L3.3*
L3.2	L3.2
L3.1	L3.1
L2.3	L2.3**
L2.2	L2.2
L2.1	L2.1
L1.2	L1.2***
L1.1	L1.2****

* Employees currently classified at Level 3.3 who **do not** hold an approved AQF6+ qualification are not eligible to increment beyond this level

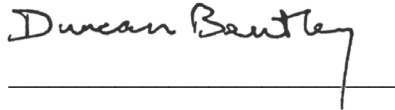
** Employees who are currently classified at Level 2.3 who have commenced studies in an approved AQF6+ teaching qualification will be eligible to transition to Level 3.1 upon demonstration of successful completion of one quarter of the course requirements. Incremental progression beyond Level 3.1 would only occur upon the successful completion of the qualification.

*** Employees currently classified at Level 1.2 who have commenced studies in an approved AQF5 teaching qualification will be eligible to transition to Level 2.1 upon demonstration of successful completion of one third of the AQF5 qualification requirements. Incremental progression beyond Level 2.1 would only occur upon the successful completion of the qualification.

**** Employees currently classified at Level 1.1 who have completed their Certificate IV TAE will transition to Level 1.2 on certification of this agreement.

SIGNATORIES TO THIS AGREEMENT

SIGNED for and on behalf of
Federation University Australia
by its authorised signatory:

A handwritten signature in black ink, reading "Duncan Bentley".

Name: Professor Duncan Bentley
Position: Vice-Chancellor and President
Address: University Drive
MT HELEN VIC 3350

24 June 2025

Date

In the presence of:

A handwritten signature in black ink, appearing to read "Paula Burton".

Name: Paula Burton
Position: Executive Assistant to the Vice-Chancellor
Address: University Drive
MT HELEN VIC 3350

24 June 2025

Date

SIGNED for and on behalf of
The Australian Education Union
by its authorised signatory:

Name: Elaine Gillespie
Position: Vice President TAFE and Adult Provision
Address: 126 Trenerry Cres, Abbotsford
ABBOTSFORD VIC 3067

Date

In the presence of:

Name:
Position:
Address:

Date

SIGNATORIES TO THIS AGREEMENT

SIGNED for and on behalf of
Federation University Australia
by its authorised signatory:

Name: Professor Duncan Bentley
Position: Vice Chancellor and President
Address: University Drive
MT HELEN VIC 3350

Date

In the presence of:

Name:
Position:
Address:

Date

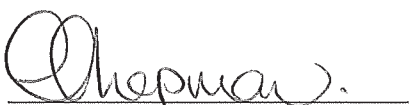
SIGNED for and on behalf of
The Australian Education Union
by its authorised signatory:



Name: Elaine Gillespie
Position: Vice President TAFE and Adult Provision
Address: 126 Trenerry Cres, Abbotsford
ABBOTSFORD VIC 3067

24 June 2025
Date

In the presence of:



Name: Marylouise Chapman
Position: AEU Organiser
Address: 126 Trenerry Cres,
Abbotsford, VIC, 3067

24th June 2025
Date

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2025/2038

Applicant:
Federation University

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Darren Gray, Pro-Vice Chancellor, VET and Pathways and Chief Executive TAFE, have the authority given to me by Federation University to give the following undertakings with respect to the Federation University Australia TAFE Teaching Staff Agreement 2025 - 2028 ("the Agreement"):

1. In relation to clause 62 of the Agreement:
 - a. The University will not enter into a total remuneration package agreement with a casual employee; and
 - b. Where the University and a continuing or fixed term staff member agree to a total remuneration package arrangement (TRP), and the employee considers that they would have been better off under the Award over a three-month period if the Award applied for that period, they may request a wage reconciliation. Where this occurs, the University will review the amounts paid under the TRP for the period against the entitlements that they would have received under the Award for the period if the Award applied. Any identified shortfall will be paid in the next pay period after the review.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

09/07/2025

Date