

Victorian TAFE Teaching Staff Agreement 2024

This Agreement was written on the land of the Wurundjeri people of the Kulin Nation and includes the voices and contributions of First Nations educators from Nations across Australia. We acknowledge and pay our respects to all Aboriginal and Torres Strait Islander peoples and Traditional Custodians throughout Victoria, including Elders past, present, and emerging First Nations leaders.

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A. ABOUT THIS AGREEMENT

1. TITLE AND DEFINITIONS

- 1.1 The Agreement will be known as the “Victorian TAFE Teaching Staff Agreement 2024”.
- 1.2 Words and phrases with a specific meaning are defined in the Dictionary in Schedule 6.

2. APPLICATION AND PARTIES BOUND

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

3. HOW THIS AGREEMENT INTERACTS WITH AWARDS AND PREVIOUS AGREEMENTS

- 3.1 This Agreement supersedes and replaces any enterprise agreement or other type of workplace agreement that previously applied to the Employees.
- 3.2 This Agreement operates to the exclusion of any award that may otherwise apply to the Employees.
- 3.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. COMMENCEMENT AND NOMINAL EXPIRY

- 4.1 The Agreement will come into operation 7 days after the date of its approval by the Commission and the nominal expiry date will be 31 October 2028. Despite the nominal expiry of this Agreement, it will continue to apply until such time as it is terminated or replaced by another agreement.

5. NEGOTIATING A REPLACEMENT TO THIS AGREEMENT

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

6. EXPLANATION OF AGREEMENT

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

B. COMMUNICATION

7. CONSULTATION

- 7.1 The parties recognise the value of open and cooperative discussion of matters relating to the ongoing implementation of this Agreement, operational and cultural change, and matters affecting Employees generally.

8. CONSULTATION COMMITTEE

- 8.1 Within one month of commencement of this Agreement, each Employer will establish a Consultative Committee that will:

- (a) be a forum for consultation regarding matters noted in clause 9.1, or a matter pertaining to a particular case where the Union is representing the staff member;
- (b) ensure the provision of information in a form and in sufficient time to support consultation, and the opportunity to influence the Employer prior to a final decision being made;
- (c) meet regularly and/or as required, within ordinary hours;
- (d) establish its own agreed procedures regarding the agenda, records of decisions (and distribution), and the organisation of meetings;
- (e) be provided with appropriate time and resources by the Employer to perform its role, that is in addition to the time allocation in clause 54.

- 8.2 Membership of the Consultative Committee will comprise of:

- (a) The CEO or their nominated representative;
- (b) Up to two other representatives of the Employer;
- (c) Up to three representatives of the Union, one of which may be from the AEU Victorian Branch.

- 8.3 Any member of the Consultative Committee can request a meeting, which will be held within 5 business days of receipt of the request or as otherwise agreed by the Committee.

9. CONSULTATION OVER MAJOR CHANGES AND CHANGES TO ROSTERS

- 9.1 This clause applies if an Employer:

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

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

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

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

- 9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. However, the appointment of a representative must be done within a reasonable time and must not unreasonably delay the consultation process.
- 9.4 If:
- (a) the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - (b) the Employee/s advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 9.5 The Employer must:
- (a) discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate any adverse effects of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and their Union.
- 9.8 If a term of this Agreement provides for a major change to program delivery options, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 9.1(a), 9.3 and 9.5 are taken not to apply.
- 9.9 In this clause, a major change is likely to have a significant effect on Employee(s) if it results in:
- (a) the termination of employment of an Employee or Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employee(s); or
 - (f) the need to relocate Employee(s) to another workplace, provided that this does not include instances where an Employee is already contracted to work across multiple workplaces operated by the Employer; or
 - (g) the restructuring of jobs.

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

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

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

10. DISPUTE RESOLUTION

Disputes

- 10.1 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether an Employer had reasonable grounds to refuse a request for flexible working conditions under the National Employment Standards or an application for extended family leave under the National Employment Standards as well as a dispute about workload.
- 10.2 The Employer or an Employee may choose to be represented at any stage by a representative, including an Employer or Employee organisation.

Obligations

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

Agreement and dispute settlement facilitation

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

Discussion of dispute

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

Internal Dispute Settlement Committee

- 10.10 Where the matter remains unresolved, the Employee may refer the matter to a Dispute Settlement Committee (DSC), made up of two nominees of the Employer, and two nominees of the Employee one of whom may be an officer of the Union entitled to represent the interests of the Employee.
- 10.11 The DSC will be a committee of the Employer and will determine its own procedures to consider the dispute but will:
- (a) convene within five working days of the receipt by the Employer of the request for referral under clause 10.10, unless otherwise agreed by the DSC members; and

- (b) be required to report to the Employer within five working days of convening, unless otherwise agreed by the DSC members;
 - (c) provide a report to the Employer of the outcome of the DSC's deliberations including any recommendations and/or steps for resolution.
- 10.12 The Employer will indicate in writing to the DSC and the parties to the dispute whether the recommendations of the DSC have been accepted or not, within ten working days of receiving the report.
- 10.13 If the dispute is not settled through an internal dispute resolution process, a party to the dispute may refer the dispute to the Commission for conciliation and if the matter remains unresolved, arbitration.
- 10.14 The procedures for the internal resolution of a dispute will be conducted in a timely manner and be consistent with the following principles:
- (a) the rules of natural justice;
 - (b) appropriate mediation or conciliation of the dispute is available;
 - (c) the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- 10.15 In considering a dispute regarding workload, the DSC will consider the following workload allocation principles:
- (a) the need for flexibility, equity, consistency, and balance across an organisational unit;
 - (b) information provided to all Employees in the organisational unit on the operation of the organisational unit;
 - (c) no Employee will be required to make up time, take on additional duties or alter the duties that would normally be undertaken while on approved leave;
 - (d) no Employee will be required to work more than five consecutive days without having access to two consecutive days absence from the workplace unless the Employee requests, and the Employer agrees, to an alternative arrangement that better suits the Employee's work/life balance;
 - (e) no Employee will be required to commence work within ten hours of the conclusion of duties undertaken on the previous day;
 - (f) annual leave and other leave plans of the Employee will be taken into consideration in the allocation of duties;
 - (g) the factors set out in clause 32.17.
- 10.16 If an Employee lodges a dispute characterised as a dispute arising from this Agreement or the National Employment Standards and at approximately the same time lodges a dispute about workload both disputes will be referred to a DSC.

Disputes of a collective character

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

Conciliation

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

Arbitration

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

Conduct of matters before the Commission

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

C. WORKING ARRANGEMENTS

11. TYPES OF EMPLOYMENT

11.1 Full-time employment

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

11.2 Part-time employment and Pro Rata Application

- (a) A part-time Employee is engaged for less than 38 ordinary hours of work per week, plus such reasonable additional hours as may be required from time to time.
- (b) The entitlements in this Agreement are paid or calculated on a pro rata basis by reference to the ordinary hours of work of the Employee.
- (c) An Employer must roster a part-time Employee for a minimum of three consecutive hours on each occasion that they work.

12. MODES OF EMPLOYMENT

- 12.1 The standard mode of employment for an Employee is ongoing. However some Fixed-term or Casual employment will be necessary.
- 12.2 An Employer may engage an Employee in one of the following modes of employment:
- (a) Ongoing employment on a full-time or part-time basis; or
 - (b) Fixed-term employment on a full-time or part-time basis as provided for in clause 11.
 - (c) Casual employment as provided for in clause 12.5.
- 12.3 When requested to do so the Employer will provide the Employee and the Union with relevant information as to why the position is Fixed-term or Casual.

Fixed-term

- 12.4 Employees employed in a position or vacancy created on or after the commencement of this Agreement, may only be employed Fixed-term for the following reasons:
- (a) When an Employee is employed for a fixed period of time to replace another Employee who is on leave or otherwise temporarily absent from the position.
 - (b) When an Employee is employed to replace an Employee on parental leave provided that the Employee will be employed for the period of parental leave approved. If the Employee on parental leave returns to duty in accordance with section 77 (reduction of parental leave by agreement), 77A (pregnancy ends (other than by birth of a living child) or child dies) or 78 (Employee ceases to have responsibility for care of child) of the FW Act, the replacement Employee's employment may cease prior to the expiration of the contract provided that six weeks' notice of termination is given by the Employer to the Employee.
 - (c) When an Employee is employed for a fixed period of time for the predominant purpose to undertake a specific program or project for which funding has been made available for a specified purpose and period of time, and where such funding is in addition or alternative to funding for the continuing program, provided that the Employee is employed to the end date of the funding.
 - (d) When the Employer can demonstrate that should a person not be employed Fixed-term an excess staffing situation will arise.
 - (e) Any other reason specifically agreed by the Employer and the Union.

Casual

- 12.5 A Casual Employee may be engaged where the employment:
- (a) Is of short duration;
 - (b) Is intermittent;
 - (c) Is irregular;

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

12.6 A Casual Employee is paid by the hour.

12.7 Where employment begins as Casual employment but becomes characterised as being regular and systematic and the parties have a mutual expectation of continuing future employment, then such an Employee will be entitled to convert to non-Casual employment in accordance with clause 13 of this Agreement or where there is not a suitable ongoing vacancy available, engaged as a Fixed-term Employee in accordance with clause 12.4.

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

12.9 An Employer must engage a Casual Employee for a minimum of three consecutive hours on each occasion they work. Where an Employee is engaged for Teaching Delivery, the half an hour of CAPPS work is included in the hourly rate of pay.

12.10 A Casual Employee may teach a maximum of 21 hours in any given week of employment or by mutual agreement up to 40 hours of teaching in a two week period, and a maximum of 800 Teaching Delivery hours per annum.

12.11 Casual Employees are not entitled to the following benefits under this Agreement:

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

12.12 The Employer will ensure that no more than 20% of the total FTE hours worked by Employees covered by this Agreement are performed by Employees employed on a Casual basis, calculated as an average per semester. The data of the percentage of hours performed by Casuials each semester will be provided to the Consultative Committee no later than 1 November (for Semester 1) and 1 May (for Semester 2) each year.

13. CONVERSION TO ONGOING EMPLOYMENT

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

- 13.2 The Employer will conduct a review of Fixed-term and Casual Employees in April of each year or such other time as agreed by the Employer and the Union:
- (a) to identify those Employees who are eligible for conversion;
 - (b) to identify suitable ongoing positions; and
 - (c) offer ongoing employment to eligible Employees where a suitable ongoing position is available.
- 13.3 The outcome of the review, including the aggregated data for each of 13.2(a), 13.2(b) and 13.2(c) will be provided to the Union and provided to the Consultative Committee by 1 May each year.
- 13.4 An Eligible Employee for the purpose of conversion is a Fixed-term or Casual Employee employed continuously for 12 months.
- 13.5 Where there are ongoing positions available and an equal number of Eligible Employees suitable for the positions the Eligible Employees will be converted to ongoing employment in those positions.
- 13.6 Where there are more Eligible Employees than suitable positions available the Employer will utilise the Employer's normal selection process that assess Eligible Employees against the requirements of the positions to determine the Eligible Employees to be appointed to the ongoing positions.
- 13.7 Where the Employer determines that there is no suitable vacancies for an Eligible Employee the reasons for the decision of the Employer must be in writing and consistent with one or more of the reasons in clause 12.4 of this Agreement.
- 13.8 Nothing in this clause prevents:
- (a) The Employer offering ongoing employment to Fixed-term or Casual Employees at any time;
 - (b) An Eligible Employee making an application for conversion at any time provided that all Eligible Employees within the applicant's area are also considered in the determination of that application, consistent with clause 13.6.
- 13.9 The Employer will offer ongoing employment to Eligible Employees:
- (a) Within 2 weeks of the review for Eligible Employees appropriate to clause 13.5;
or
 - (b) Within 6 weeks of the review for the successful Eligible Employees appropriate to clause 13.6 above.
- 13.10 An Employee must not be engaged and re-engaged nor have hours reduced in order to avoid any obligation under this clause.
- 13.11 In addition to the above, a Casual Employee may also request to change from casual to ongoing employment in accordance with the FW Act.

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

- 14.1 On appointment the Employer will provide Employees with a letter of appointment which stipulates the type of employment and contains the following information:
- (a) the date employment is to commence;
 - (b) the date employment is to cease (where applicable);
 - (c) the classification and rate of pay to be received by the Employee;
 - (d) the ordinary hours of work and time/s of attendance of the Employee including the time fraction to be worked;
 - (e) the other main terms and conditions of employment applicable to the Employee including the identity of the Institute, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;
 - (f) for a Fixed-term Employee, the reasons for the Fixed-term contract of employment;
 - (g) for Casual Employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

15. CHANGES TO CONTRACT OF EMPLOYMENT

- 15.1 An Employee may apply to the Employer for a temporary adjustment of their position time fraction. The Employer may agree for a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the Employee's reasons and the operational requirements of the Employer. Reversion to the prior time-fraction will occur at the conclusion of the temporary adjustment unless otherwise agreed between the teacher and the Employer.
- 15.2 An Employee appointed specifically to replace an Employee on leave or other approved release will perform the full range of duties, including the face to face teaching load, which would have been performed by the Employee being replaced.
- 15.3 For the purposes of a teaching load an Employee whose services are terminated at the Employee's initiative or for just cause prior to the end of a full teaching year will be deemed to have taught the whole of the year.

16. SECURE EMPLOYMENT

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

17. OCCUPATIONAL HEALTH AND SAFETY

- 17.1 The Employer is required to provide and maintain, so far as is practicable a working environment that is safe and without risks to health and an Employee, while at work, must take reasonable care for their own health and safety and for the health and safety of anyone else who may be affected by their acts or omissions at the workplace.

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

D. PAY AND CLASSIFICATIONS

18. RATES OF PAY

- 18.1 With effect from the first pay period on or after 1 November 2024 the Employer must pay an Employee at least the minimum rate of pay set out in Schedule 1 based on the Employee's classification set out in Schedule 1 and mode of employment. Within 28 days of this Agreement commencing to operate, the Employer will pay any adjustment to Employees that is required to give effect to this clause. For the avoidance of doubt, only Employees who remain employed on the date that this Agreement commences to operate will be entitled to back pay in accordance with this clause.
- 18.2 Where an Employee is entitled to payment of an overtime rate set out in clause 29.1 and an excess teaching duty hour penalty set out in clause 33 in respect of the same hour, the hour will be overtime and will be paid at the overtime rate..

19. COMMENCING SALARY

- 19.1 The commencing salary of an Employee will be determined by the Employer in accordance with Schedule 3. For the avoidance of doubt, this will not prevent an Employer from paying a higher salary than is required by this Agreement.

20. INCREMENTAL PROGRESSION

- 20.1 (a) 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 incremental range appropriate to their classification level on the anniversary of their date of appointment to the classification level, subject to the following:
- (i) Progression beyond the first incremental point of classification level 2 is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 5;
 - (ii) Progression beyond the first incremental point of the classification level 3 is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 6 or above;
 - (iii) The Employee achieves a satisfactory outcome of their annual performance and development review.
- (b) Any period of unpaid parental leave will not impact progression under this clause.
- 20.2 Where a teacher is undertaking an approved qualification of AQF5 or AQF6 above (as outlined in Schedule 4), the teacher will be appointed to the relevant classification level and increment on successful completion of:
- (i) One third of the unit requirements for an AQF 5 qualification (for appointment to L2.1); and
 - (ii) One quarter of the unit requirements for an AQF 6 or above approved

teaching qualification (for appointment to L3.1).

Eligibility for progression beyond the incremental level outlined in (a) and (b) above will not occur until completion of the applicable teaching qualification, in accordance with clause 6 of Schedule 3.

- 20.3 The annual review of an Employee's performance must be conducted as part of a Performance and Development system established in accordance with the policy of the Employer and conforming to the following principles:
- (a) each Employee will have an agreed performance and development plan. In the absence of an agreed plan the Employee's performance will be assessed against demonstrated achievement against Institute priorities;
 - (b) confidentiality provisions will be identified and agreed;
 - (c) managers and Employees taking part in a performance and development process will be provided with appropriate support, resources, training and development, to ensure commitment and full participation; and
 - (d) equal opportunity will be an integral part of planning, implementation and review of a performance and development process.
- 20.4 The Employer's policy in relation to performance and development will only be varied following consultation with and agreement of the Consultative Committee.
- 20.5 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:
- (a) the Employer has counselled the Employee and explained clearly:
 - (i) the requirements that are expected;
 - (ii) how the Employee has failed to fulfil these requirements; and
 - (iii) the consequences of continued or repeated failure to meet these requirements.
 - (b) The Employer has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.
- 20.6 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.
- 20.7 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

21. SUPERANNUATION

21.1 Superannuation legislation

- (a) The Employer must make superannuation contributions to an Employee's nominated superannuation fund in accordance with **the** minimum obligations under superannuation legislation.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 Voluntary Employee contributions

- (a) Subject to the rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay a specified amount from their post-taxation wages into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 21.1
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised by the Employee pursuant to this clause no later than 28 days after the end of the month in which the amount is deducted from the Employee's wages.

21.3 Superannuation fund

- (a) Subject to clause 21.3(b), Aware Super is the default fund for this Agreement. In the event that an Employee does not nominate an alternative complying fund, does not have a stapled super fund, or the Employer is not otherwise required by law to make contributions to an alternative fund, Employer contributions will be made to Aware Super.
- (b) Notwithstanding clause 21.2(a), an Employee who is a member of a defined benefits scheme shall retain membership of that scheme.

22. SALARY PACKAGING

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

23. HIGHER DUTIES ALLOWANCE

- 23.1 A higher duties allowance will be paid where an Employee is required by the Employer to undertake all or part of the duties of a higher classified position for:
- (a) a period longer than five consecutive working days; or
 - (b) where the Employee works in the higher classified position on a regular and systematic basis.
- 23.2 The level of the allowance will be in proportion to the extent of the higher duties performed and will be calculated on the first increment of the higher position.
- 23.3 An Employee is entitled to payment of a higher duties allowance during any period of paid leave that occurs during the period of the higher duties assignment.

24. ACCIDENT MAKE UP PAY

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

- 24.2 Where liability is subsequently accepted in accordance with the WIRCA, the Employee will have any personal leave taken in respect of that injury re-credited.
- 24.3 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments under the WIRCA, the Employee will be entitled to accident make up pay equivalent to the Employee's normal weekly salary less the amount of weekly compensation. The maximum period of accident make up pay is a continuous period of 52 weeks, or an aggregate of 52 weeks, in respect of the compensable injury.
- 24.4 An Employee is not entitled to access personal leave with pay while receiving compensation payments for the same hours under the WIRCA.
- 24.5 Any period of time during which make-up pay is paid will count as service for all purposes as if the Employee had not sustained an injury or incapacity. Accordingly, the Employee continues to accrue annual leave, personal leave and long service leave while in receipt of accident make-up pay as they were accruing such leave immediately prior to commencing accident make-up pay.

25. REIMBURSEMENT OF EXPENSES

- 25.1 An Employee will be entitled to reasonable out-of-pocket expenses actually and necessarily incurred in the course of the Employee's authorised duties subject to the following conditions:
- (a) the activity and the expenses must be approved in advance by the Employer and, when required by the Employer, receipts validating the expenditure are to be supplied;
 - (b) the amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office (ATO) as adjusted from time to time; and
 - (c) where the expense exceeds the relevant ATO amount the Employer is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense.
- 25.2 Allowable expenses are:
- (a) travel, accommodation, meals and incidental expenses associated with overnight absences from home or part day activities, including professional development, away from the workplace;
 - (b) expenses incurred in the use of the Employee's private motor vehicle provided that, in situations where the Employer has offered the Employee the use of reasonable alternative transport and the Employee refuses that offer, the Employee will be reimbursed the cost of the reasonable alternative transport; and
 - (c) any other expenses incurred in the course of the Employee's employment that have the prior approval of the Employer.

E HOURS OF WORK AND ALLOCATION OF DUTIES

- 26.1 The provisions in this Part E will operate from [1 January 2026](#). Employees will remain subject to the arrangements that applied, or would have applied (in the case

of new Employees), to their employment that existed immediately prior to the commencement of this Agreement until 31 December 2025.

26.2 Under Part E, a semester is defined as a designated teaching period set by the Employer, with Semester 1 applying within 1 January – 30 June, and Semester 2 applying within 1 July – 31 December.

27. ORDINARY WEEKLY HOURS OF WORK

27.1.1 The ordinary hours of work are 38 hours per week and 8 hours per day within the Span of Hours in clause 28.2.

Roster period

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

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

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

27.5 The Employer will not roster an Employee to work:

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

28. SPAN OF ORDINARY HOURS

28.1 Subject to clause 28.4 and 28.5, the ordinary hours of work will be worked within the Span of Hours.

28.2 The Span of Hours will be:

- (a) A period of 12 hours per day, between 6am – 8pm Monday to Friday, as set by the Employer on an Institute-wide basis; and
- (b) 9am – 5pm Saturday.

28.3 Prior to setting the commencement time of the Span of Hours applying Monday – Friday, the Employer will consult with the Consultative Committee. Any change to the commencement time will be implemented with the provision of at least 6 months' notice.

28.4 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.

- 28.5 Where an Employee performs Teaching Delivery outside the Span of Hours as part of their Roster Period, that Teaching Delivery will be ordinary hours of work and will accrue paid leave, superannuation and an allocation of CAPPs hours under clause 32.4(b). Teaching Delivery performed outside the Span of Hours as part of an Employee's Roster Period will be paid at the rates set out in clause 29.6.
- 28.6 For each Teaching Delivery hour performed on a Saturday, the Employee will be paid at the ordinary rate of pay, plus a loading of 25% (except that the loading is not payable where overtime rates apply).

29. OVERTIME

- 29.1 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:
- (a) Outside the Span of Hours; or
 - (b) More than 38 ordinary hours per week; or
 - (c) More than 8 ordinary hours per day; or
 - (d) In excess of 1740.4 ordinary hours per annum, except where Accountable Hours increase due to an Employee taking fewer than 4 weeks of annual leave per year.
- 29.2 Overtime must be approved in advance by the Employer in order to attract overtime rates under this clause.
- 29.3 An Employer may require an Employee to work reasonable overtime at overtime rates and an Employee will not unreasonably refuse to work the overtime.
- 29.4 An Employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable.
- 29.5 In determining whether the Employer's request is reasonable or an Employee's refusal is unreasonable the criteria outlined below will be considered:
- (a) Any risk to the Employee's health and safety from working the overtime;
 - (b) The Employee's personal circumstances, including family and caring responsibilities;
 - (c) The needs of the Employer;
 - (d) The notice (if any) given by the Employer for the Employee to work the overtime;
 - (e) The notice (if any) given by the Employee of the intention to refuse to work overtime;
 - (f) The usual patterns of work at the Employer;
 - (g) The nature of the Employee's role and level of responsibility;
 - (h) Any other relevant matter, including any CAPPs duties that may need to be undertaken.

29.6 Employees will be paid at the following rates in the following circumstances:

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

30. MEAL BREAKS

- 30.1 An Employee will not be required to work for more than five hours without being allowed a meal break of at least 30 minutes up to a maximum of one hour. The lunch break will be taken between 11:30am and 2:30pm and the evening meal break will be taken between 5:00pm and 7:00pm.
- 30.2 An Employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four consecutive hours of overtime worked.

31. ATTENDANCE

- 31.1 Subject to clause 31.2 and clause 31.3, Employees classified as teachers are required to attend their work location for up to 30 hours per week for up to 42 weeks per year. Agreement between the Employer and the Employee is required for attendance beyond these limits. The Employer may only seek such agreement after an Employee has been employed, and then only after providing reasonable time for the Employee to gain advice and make an informed decision.
- 31.2 For up to five days a year, an Employer may request that an Employee attend their work location when an Employee was not otherwise required to attend for the following purposes:
- (a) Attending professional development provided by the Employer to Employees; or
 - (b) In order to assist an Employer with compliance duties in the event that a regulator requires an audit to be conducted urgently, provided that the Employer provides at least 48 hours' notice.
- 31.3 An Employee may only refuse an Employer's request made under clause 31.2 if their refusal is reasonable.
- 31.4 Where an Employee is required to attend their work location as contemplated under clause 31.2, the Employee's attendance required under clause 31.1 is reduced by an equivalent number of days.
- 31.5 Employees classified as Education Managers or Senior Educators who do not have a teaching load are required to attend the workplace up to 38 hours per week and up to 52 weeks per year (other than those Employees who were classified as "Senior Educators" in or prior to 2002). Education Managers and Senior Educators who have

teaching duties are entitled to the benefit of clause 31.1 on a pro rata basis based on the proportion of their teaching loads.

32. ALLOCATION OF DUTIES AND ASSOCIATED HOURS

32.1 Within a calendar year, Full-time Employees are accountable for 1740.4 hours of teaching and other duties (**Accountable Hours**).

32.2 Accountable Hours apply on a pro rata basis for Part-time Employees, and/or teachers employed for less than 52 weeks per annum.

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

32.4 Employee work within the Accountable Hours is made up of three components:

(a) 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**);

(b) 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 32.4(a), the Employee will be allocated 45 minutes of CAPPS.

(c) Education-related duties:

(i) Institute and regulator compliance;

(ii) Industry and community engagement;

(iii) Maintaining teaching and vocational currency, including through Professional Development in accordance with Schedule 7;

(iv) Program related applied research and innovation;

(v) Other duties including relevant travel and meetings.

32.5 Where the Employee and Employer agree, the allocation of hours between the three 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

32.6 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' request.

- 32.7 Any request under clause 32.6 must not result in more than 21 Teaching Delivery hours per week averaged over 21 weeks in a semester.
- 32.8 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

- 32.9 Accountable Hours will be allocated in an annual work plan which is:
- (a) Recorded in writing between the Employer and the Employee;
 - (b) Either an Agreed or Default Work Plan;
 - (c) 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;
 - (d) Within the parameters of this Agreement;
 - (e) Finalised by 1 March of the year to which it applies.
- 32.10 To inform the preparation of the work plan, the Employer:
- (a) will provide each Employee with relevant information including:
 - (i) The Institute's and the work area's overall strategic priorities;
 - (ii) Anticipated student enrolments in the Employee's program area;
 - (iii) Any anticipated changes in program delivery, including new programs.
 - (b) 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.
- 32.11 An Employee will have access to a workload review process provided in clause 10.
- 32.12 Where an Employee takes approved leave (other than up to 4 weeks of annual leave in a year), the duties allocated to the Employee during the Employee's leave will be deemed to have been done.

Agreed Work Plan

- 32.13 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**).
- 32.14 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 32.4:
- (a) the equitable distribution of work within the program area;
 - (b) the relative importance of the various types of work to be undertaken;
 - (c) the time required to do the work;
 - (d) the range and frequency of the tasks to be performed;
 - (e) the classification, qualifications, training and experience of the Employee;
 - (f) the work required under clause 32.4(b).
- 32.15 Senior Educators and Education Managers who are engaged under this Agreement and are not required to teach are entitled to an Agreed Work Plan.

Default Work Plan

- 32.16 Where the Employer and Employee cannot complete an Agreed Work Plan under clause 32.9 a default work plan will be set by the Employer that conforms to the provisions of clause 32.4 (**Default Work Plan**).
- 32.17 Under clause 32.16, 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:
- (a) The experience of the Employee and their teaching and vocational developmental needs;
 - (b) The number, level and timing of programs in which the Employee teaches and their preparation requirements;
 - (c) The nature of the student cohort(s);
 - (d) The stakeholder consultation and travel requirements of the work; and
 - (e) The administrative requirements of the work.
- 32.18 An Employer and Employee can make an Agreed Work Plan at any time.

33. EXCESS TEACHING DUTY HOURS

An Employee will be paid for excess teaching duty hours in accordance with this clause.

33.1 Excess teaching duty hours (ETDH):

- (a) are where the teacher performs Teaching Delivery in excess of 400 hours per semester; and
- (b) are not counted towards the annual maximum of Teaching Delivery hours.

33.2 The Employee will be paid for each hour of Teaching Delivery performed as ETDH at the ordinary rate of pay plus a loading of 50%, except where the Teaching Delivery occurs outside of the Span of Hours or in excess of 38 hours per week, in which case overtime rates apply instead of the loading.

33.3 For each hour of Teaching Delivery performed as ETDH, the Employee will be allocated half an hour for CAPPs, which will be for CAPPs duties directly relating to the ETDH. An Employee may agree to utilise all or part of this CAPPs allocation for other duties if they wish to do so.

33.4 Where an Employee and the Employer agree at the start of a semester on timetabled ETDH, the ETDH loading will be paid fortnightly as part of an annualised salary applying to the semester. The annualised salary will be payable for periods of paid leave taken in or adjacent to the semester, up to a maximum of 4 weeks, but is not applicable to calculations relating to termination of employment or overtime.

33.5 An Employee must not perform in excess of 75 ETDH in a semester.

33.6 The allocation of ETDH is determined following consultation with, and agreement of, the Employee concerned provided that an Employee will not unreasonably refuse the Employer's request to perform excess teaching duties. In determining whether the Employer's request is reasonable or an Employee's refusal is unreasonable, the criteria outlined below will be considered:

- (a) any risk to the Employee's health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive excess teaching duty hours payments;
- (e) penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (f) the notice (if any) given by the Employer of any request or requirement to work the additional hours;
- (g) the notice (if any) given by the Employee of their intention to refuse to work the additional hours;
- (h) the usual patterns of work performed by the Employer's Employees;
- (i) the nature of the Employee's role, and their level of responsibility;
- (j) any other relevant matter.

F. LEAVE AND PUBLIC HOLIDAYS

34. GENERAL PROVISIONS

34.1 For the purposes of this Part F:

- (a) Paid leave applies to part-time Employees on a pro rata basis and does not apply to Casual Employees unless otherwise stated.
- (b) An Employer may grant leave in addition to the provisions of this section, with or without pay, for any purpose not covered in this Agreement, in accordance with any terms determined by the Employer.
- (c) Any leave granted to an Employee does not extend beyond the date that Employee's employment would otherwise have ceased.

35. ANNUAL LEAVE

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

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

- (a) **Taking Leave:** A request for leave will not be unreasonably refused.
- (b) **Close down:** An Employer may specify up to one close-down period each year, during which the Employer will be closing down its operations. The Employer must provide at least 28 days' notice of the close-down period. For this period, an Employer may require an Employee to take annual leave up to a maximum of 5 days.
- (c) **Excessive leave accruals**
 - (i) An Employee has an Excessive Leave Accrual if the Employee has accrued more than 30 days (six weeks for a full time Employee) annual leave.
 - (ii) If an Employee has an Excessive Leave Accrual, the Employer will notify the Employee of the Excessive Leave Accrual and request a plan be developed in consultation with the relevant Employer representative that

will reduce the leave to a balance of 20 days (four weeks for a full time Employee) at the end of the period of the plan

- (iii) If a plan is unable to be developed and agreed upon the Employer may direct the Employee to take a period of leave that will reduce the Employee's leave balance to 20 days. The Employer must provide the Employee with at least eight weeks' notice of when the leave is to commence.

(d) Annual leave in advance

- (i) An Employer and Employee may agree in writing to the Employee taking a period of annual leave before the Employee has accrued an entitlement to the leave.

(ii) An agreement must:

- state the amount of leave to be taken in advance and the date on which the leave is to commence; and
- be signed by the Employer and Employee.

The Employer must keep a copy of the agreement.

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

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

Annual leave loading

- 35.5 An annual leave loading of 17.5% of four weeks ordinary time earnings will be paid to full-time Employees.

- 35.6 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.

- 35.7 The loading will be paid in the first pay in December of each year, or such other date as may be determined by the Employer, in respect of the calendar year 1 December to 30 November.

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

36. PERSONAL/CARER'S LEAVE

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

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

- 36.2 A full-time Employee is entitled to 15 days' (114 hours) paid personal/carer's leave per year of service. This entitlement accrues progressively and accumulates from year to year but is not paid out on termination of employment.

- 36.3 Paid personal/carer's leave will be available to an Employee when they are absent because of:
- (a) personal illness or injury; or
 - (b) personal illness or injury of an Immediate Family or household member who requires the Employee's care or support; or
 - (c) an unexpected emergency affecting an Immediate Family or household member; or
 - (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.

Absence on public holidays

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

Unpaid carer's leave

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

Casual Employees — caring responsibilities

- 36.6 A Casual Employee is entitled to be unavailable to attend work or to leave work:
- (a) if the Casual Employee needs to care for a member of the Immediate Family or household of the Employee who are sick and require care or support, or who require care due to an unexpected emergency or the birth of a child; or
 - (b) upon the death in Australia of an Immediate Family or household member.
- 36.7 The Employer and the Casual Employee may agree on the period for which the Casual Employee will be unavailable to attend work. In the absence of an agreement the Casual Employee will be entitled to not attend work for up to two days per occasion. The Casual Employee is not entitled to any payment for the time they do not attend.
- 36.8 The Employer may require the Casual Employee to provide satisfactory evidence to support the entitlement to not attend.

Notice and evidence requirements

- 36.9 An Employee must give the Employer notice of taking leave under this clause. The notice:
- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Employer of the period, or expected period, of the leave.

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

Requirement to attend a medical practitioner

- 36.11 Where an Employee has been on personal leave for at least six weeks or in any other case, the Employer reasonably believes that an Employee's state of health may make the Employee a danger to themselves or other Employees, students or other persons at the workplace, the Employer may require the Employee to absent themselves from duty on personal leave until a registered medical practitioner approved by the Employer examines the Employee and provides a report to the Employer.
- 36.12 The direction by the Employer under clause 36.11 of this clause must not be for a period of more than 10 working days unless the Employee unreasonably refuses to attend a medical examination. When this occurs the Employer may direct the Employee to absent themselves from duty on personal leave until the Employee attends the medical examination.
- 36.13 If the medical report discloses that the Employee is unfit for duty, the Employee will be granted such further personal leave as the medical report indicates is necessary.
- 36.14 If the medical report discloses that the Employee is fit for duty, or the Employer is otherwise satisfied that the Employee is fit to resume duty, the personal leave debited as a result of a direction under this clause will be restored and the Employee repaid any salary or wages lost as a result of the direction.

Recognition of prior service for personal leave

- 36.15 The Employer will recognise the cumulative personal leave credits from the immediate prior employment at any Victorian TAFE Institute, Victorian University or Victorian public sector entity that recognises TAFE service (or any other previous Employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment).
- 36.16 Any claim for recognition of cumulative personal leave must be made within six months of the date of appointment.

37. COMPASSIONATE LEAVE

- 37.1 An Employee is eligible for compassionate leave on each occasion (referred to as a permissible occasion) where:
- (a) a member of their Immediate Family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
 - (iv) has a baby that is stillborn.
 - (b) They or their current Spouse or De Facto partner has a miscarriage.
- 37.2 Compassionate leave can be taken where the leave is:

- (a) to spend time with the member of the Employee's Immediate Family or household who is experiencing a circumstance referred to in clause 37.1(a) (i), (ii) or (iv); or
- (b) after the death of the member of the Employee's Immediate Family or household, or for a circumstance outlined in clause 37.1(b).

37.3 The amount of compassionate leave that may be taken for each permissible occasion is:

- (a) For an Employee other than a Casual, up to 3 days without loss of pay;
- (b) For a Casual Employee, up to 3 days unpaid leave.

37.4 Additional compassionate leave, above the entitlement in clause 37.3, may be approved by the Employer (with or without pay).

Taking compassionate leave

37.5 An Employee taking compassionate leave must:

- (a) give notice to the Employer as soon as practicable (which may be at a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave;
- (b) where required by the Employer, provide evidence that would satisfy a reasonable person the leave is taken for a permissible occasion.

37.6 An Employee is not required to take compassionate leave days consecutively.

37.7 Compassionate leave does not accrue and is not paid out on termination of employment.

Person of Significance

37.8 An Employee, other than a Casual Employee, may take up to 1 day of paid leave for each occasion, to attend the funeral of a person who has a close and significant family or personal connection to the Employee and who is not a member of their Immediate Family or household.

37.9 While reasonable time to attend the funeral will not be withheld, such leave is to be arranged with the Employee's line manager prior to attending the funeral.

37.10 The Employee may be required by the Employer to provide evidence prior to taking leave that would satisfy a reasonable person of the need to take leave, which may include a copy of the funeral notice and/or evidence of the Employee's relationship with the person.

38. PARENTAL LEAVE

Eligibility

38.1 Employees, including eligible Casual Employees, are entitled to unpaid Parental Leave in accordance with the NES. The entitlements in this clause are supplementary to the NES.

38.2 Employees other than Casual Employees are entitled to paid Parental leave as follows:

- (a) An Employee with more than 12 months continuous service is entitled to paid Parental Leave in accordance with this clause;
- (b) An Employee with 6 - 12 months service is eligible for paid Parental Leave on a pro rata basis.

General Provisions

- 38.3 Parental Leave relates to the birth or permanent placement of a Child, and can include:
- (a) Paid Parental Leave - Primary Caregiver Leave, Secondary Caregiver Leave and Additional Secondary Caregiver Leave;
 - (b) Unpaid Parental Leave.
- 38.4 An Employee is entitled to up to 52 weeks Parental Leave in relation to the birth or permanent placement of a Child (inclusive of any Paid Parental Leave).
- 38.5 By agreement, the period of unpaid Parental Leave may be extended whereby the maximum period of Parental Leave (inclusive of Paid Parental Leave) is 104 weeks in relation to the birth or placement of the Child.
- 38.6 When applying for Parental Leave, an Employee may elect to take accrued annual and/or long service leave in conjunction with Parental Leave, provided the aggregate period of the leave taken will not exceed 52 weeks, or 104 weeks by agreement.

Notice

- 38.7 An Employee must notify the Employer at least 10 weeks in advance of their intention to take Parental Leave, providing written notification of the:
- (a) expected date of delivery or arrival;
 - (b) commencement date for Parental Leave;
 - (c) expected length of the Parental Leave;
 - (d) if any other accrued leave entitlements shall form part of the leave;
 - (e) expected return to work date;
 - (f) whether the Employee will be the Primary Caregiver or Secondary Caregiver;
 - (g) the particulars of any Parental Leave to be taken by the Employee's partner.
- 38.8 An Employee will not be in breach of clause 38.7 if failure to give the stipulated notice is occasioned by birth or placement occurring earlier than the presumed date.
- 38.9 The Employer may require evidence that would satisfy a reasonable person of the Employee's eligibility for Paid Parental Leave (including Additional Secondary Caregiver Leave).

Paid Parental Leave

- 38.10 Paid Parental Leave includes Primary Caregiver Leave, Secondary Caregiver Leave, and Additional Secondary Caregiver Leave.
- 38.11 Paid Parental Leave may be taken at half pay over twice the number of weeks, provided that the total period of Parental Leave does not exceed the maximum set down in clause 38.4 or 38.5.

38.12 An Employee's rate of pay for paid Parental Leave will be calculated on the basis of the Employee's average number of ordinary hours worked over the previous three years, excluding any period of unpaid Parental Leave and Special Parental Leave.

38.13 Paid Parental Leave is separate and in addition to any payments under the Commonwealth Paid Parental Leave Scheme.

Primary Caregiver Leave

38.14 An Employee, other than a Casual, who will be the Primary Caregiver at the time of birth or placement of a Child, is entitled to 16 weeks paid Parental Leave (**Primary Caregiver Leave**). Only one parent can receive Primary Caregiver Leave in respect of the birth or placement of a Child.

38.15 An Employee who returns to work at the conclusion of a period of Parental Leave that includes Primary Caregiver Leave, is entitled to have superannuation contributions made in respect of the first 52 weeks of the Employee's Parental Leave (pro rata where clause 38.2(b) applies). The superannuation contributions will be paid as a lump sum contribution within three months of the Employee's return to work. The calculation of superannuation contributions will be based on the rate of pay applicable to the Primary Caregiver Leave.

Secondary Caregiver Leave

38.16 An Employee, other than a Casual, who will be the Secondary Caregiver at the time of birth or placement of a Child, shall be eligible for paid Parental Leave of four weeks, to be taken within 12 months of the birth or placement of the Child (**Secondary Caregiver Leave**). Only one parent can receive Secondary Caregiver Leave in respect of the birth or placement of a Child.

Additional Secondary Caregiver Leave

38.17 An additional 12 weeks paid leave is available to a Secondary Caregiver (**Additional Secondary Caregiver Leave**), where the Employee:

- (a) Was eligible for Secondary Caregiver Leave at the birth or placement of a Child; and
- (b) Assumes primary responsibility for the care of the Child (by meeting the Child's physical needs more than anyone else) within the first 78 weeks of the date of birth or placement of the Child.

38.18 Additional Secondary Caregiver Leave cannot be taken:

- (a) Concurrently with any period of leave taken by another person in respect to the birth or placement of the Child;
- (b) In an ad-hoc manner or drawn on at the Employee's discretion. The notice requirements under Clause 38.7 apply to eligibility for Additional Secondary Caregiver Leave.

38.19 By agreement with the Employer, an Employee may use an entitlement to Additional Secondary Caregiver Leave flexibly, for example by taking two days a week to assume primary caring responsibilities, and remaining at work three days a week. The 12 weeks Additional Secondary Caregiver Leave can be used as 60 days leave for an eligible full-time Employee.

38.20 If an Employee on Additional Secondary Caregiver Leave becomes ineligible for the leave, the Employer and Employee may agree to another type of paid or unpaid leave.

Health Related Provisions

38.21 Where a pregnant Employee is, in the opinion of a registered medical practitioner, experiencing a pregnancy-related illness the Employee may transfer to a Safe Job or take 'No Safe Job Leave', in accordance with the NES.

38.22 In circumstances of a pregnancy loss up to the first 20 weeks of pregnancy, an Employee is entitled to unpaid Parental Leave and paid Compassionate Leave.

38.23 In situations of premature birth over 20 weeks, or where a baby is stillborn, or a Child dies in the first 24 months of life, the Employee remains eligible for Parental Leave (including Paid Parental Leave as applicable). The Employee can choose to cancel Parental Leave with the provision of 6 weeks' notice and return to work.

Communication during Parental Leave

Keeping in Touch Days

38.24 During a period of parental leave the Employer and Employee may agree the Employee will perform work for the purpose of keeping in touch. The focus of such work will be to facilitate transitioning back to the work at the end of the period of leave, and may include, for example, a focus on refreshing skills, supporting familiarisation with new or updates processes, and/or participating in forward planning. Keeping in touch days must be agreed, and be in accordance with section 79A of the FW Act.

Consultation

38.25 Where an Employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace the Employer will take reasonable steps to ensure that the Employee is included in consultation processes under clause 9.

38.26 It is the Employee's responsibility to notify the Employer of any change of address or other contact details which might affect the Employer's capacity to comply with clause 38.25.

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

Returning to Work

38.28 An Employee shall confirm their intention to return to work after Parental Leave at least 10 weeks prior to the expiration of the leave.

38.29 An Employee may request to return to work at a reduced time fraction until the Child reaches school age in order to assist the Employee in reconciling work and parental responsibilities. The request must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

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

Paid Lactation Breaks

38.31 The Employer will provide paid lactation breaks and appropriate facilities to an Employee who is breastfeeding or expressing breastmilk for their Child, as follows:

- (a) Employees who are breastfeeding will be entitled to a paid lactation break or breaks totalling up to 1 hour per day (**the Break**), in addition to rest periods and lunch breaks otherwise prescribed in this Agreement.
- (b) The Break provided under this clause may be taken in multiple periods, not exceeding a total over one hour over the day. Unused time does not accumulate.
- (c) The Employer and Employee will consult and agree on the frequency, duration and timing of the Break.
- (d) An Employee may return home or attend another location during the Break as agreed with the Employer.
- (e) As far as practicable, appropriate facilities for the purposes of clause 38.30(a) include:
 - i. access to a clean and hygienic private room with power points and a lockable door;
 - ii. access to a refrigerator for the storage of expressed breast milk;
 - iii. a suitable storage area for necessary equipment of the Employee, such as an electric breast pump; and
 - iv. access to a washing facility near the private room.

39. LONG SERVICE LEAVE

Ongoing and Fixed-term Employees

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

39.2 An Employee with seven or more completed years of Continuous Service is, on termination of their employment, entitled to payment for the balance of their accrued long service leave as at the date of termination.

39.3 Where an Employee with four or more completed years of Continuous Service dies or whose service ceases on account of:

- (a) retirement; or
- (b) ill-health; or
- (c) redundancy;

the Employer will pay to the Employee, or the Employee's estate or representative, a sum equal to 1.3 weeks leave in respect of each completed year of Continuous Service calculated to the day of death or day of cessation.

39.4 An Employee granted long service leave will be paid:

- (a) where the Employee's ordinary hours of work have been constant, at the Employee's Base Rate of Pay; or

- (b) where the Employee's ordinary hours of work have varied, at the Base Rate of Pay for the Employee's average time fraction calculated over the total period of service; or
 - (c) where the Employee has been in receipt of a payment at a higher classification or higher level for a period of three or more months at the time the long service leave is to commence and payment at the higher classification or higher level would have continued but for the Employee taking long service leave, at that classification or remuneration level.
- 39.5 An Employee may request and the Employer may agree for long service leave to be taken at half pay for double the period. The Employer must not unreasonably refuse a request under this clause.
- 39.6 Where a public holiday occurs during a period of long service leave the day will be taken as a public holiday and will not be deducted from the long service leave entitlement of the Employee.
- 39.7 Long service leave is to be taken at a mutually agreeable time having regard to the operational requirements of the Employer provided that a minimum of 6 months' notice of taking leave must be provided unless otherwise agreed between the Employer and the Employee. Subject to the required notice being provided, leave will not be unreasonably refused. The Employee will be advised of a decision within 6 weeks of receipt of the application.
- 39.8 Where an Employee has accrued in excess of 20 weeks long service leave the Employer may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:
- (a) The Employer and Employee, through discussion, may agree that the Employee will take leave which would reduce the balance to an agreed level.
 - (b) In the absence of an agreement, the Employer may direct the Employee to take leave at a particular time that would reduce the long service leave credit to no less than 13 weeks at the time the leave period has concluded. The Employer must give the Employee at least 6 months' written notice of the direction to take leave.
- 39.9 An Employee must not work for hire or reward whilst they are taking long service leave.
- 39.10 Subject to the Employee making the claim referred to below, an Employee's prior Continuous Service at any Victorian TAFE Institute, Victorian University or Victorian public sector entity that recognises TAFE service (or any other previous Employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment) will count towards their Continuous Service for the purpose of determining their entitlement to long service leave under this clause, except for:
- (a) any period of service for which payment in lieu of long service leave has been made by a previous Employer or for which an Employee has an entitlement for payment in lieu by a previous Employer; and
 - (b) any period of service that preceded a break of more than 12 months in the Employee's Continuous Employment.
- 39.11 An Employee must make any claim for recognition of prior service within six months of the date of appointment. The Employer must, as soon as possible after the date of the Employee's appointment, but no later than 12 months from that date, notify the

Employee in writing as to the amount of prior service recognised towards the Employee's Continuous Service for long service leave purposes.

Casual Employees

39.12 Casual Employees will accrue long service leave in accordance with the *Long Service Leave Act 2018* (Vic) (or its successor).

40. ADDITIONAL LEAVE

40.1 Emergency response leave

- (a) An Employee may be granted up to 38 hours paid leave in circumstances where an Employee is requested by an Emergency Service of which they are a member to attend an emergency that is causing or threatens to cause damage or injury to life, property or stock. The Employer may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.
- (b) This provision applies to Casual Employees who would have continued to be engaged but for the emergency response. For this class of Employee, where no loss of wages would have occurred, the entitlement of the Employee will be that of a right to return to their former position.

40.2 Court attendance leave

- (a) An Employee required to appear and serve as a juror in any court will be granted leave at the Base Rate of Pay for the period during which the attendance of the Employee at court is required.
- (b) An Employee under a subpoena or order, **is** entitled to attend the relevant jurisdiction as part of their official duties, without loss of pay.
- (c) To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the Employee has attended the court.
- (d) Any payment made to the Employee for serving as a juror during their ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

40.3 Short-term foster and kinship care

- (a) An Employee who provides short-term foster or kinship care as the Primary Caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention, is entitled to up to two days paid leave on up to five occasions, per child, following the non-permanent placement of the child with the Employee.
- (b) For the purposes of this clause, 'foster and kinship care' includes:
 - (i) Foster caring, which is the temporary care of a child up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
 - (ii) Aboriginal kinship care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- (c) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.

- (d) The notice and evidence provisions of Personal Leave – clauses 36.9 and 36.10 – shall apply to clause 40.3.

40.4 Grandparent Leave

- (a) An employee who is or will be the Primary Caregiver for a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of their grandchild, upon the provision of 8 week's notice.
- (b) An Employee who is not the Primary Caregiver of their grandchild may apply to take unpaid leave in order to provide temporary care and assistance to the parent or grand-child. Such leave may be granted at the discretion of the Employer.
- (c) By agreement, the Employee may use accrued annual leave and/or long service leave at full or half pay during a period of Grand Parent Leave.

40.5 Vaccination Leave

- (a) On the provision of reasonable notice, an Employee who requests leave under this clause is entitled to take up to 4 hours per year (up to 2 hours per occasion), without loss of pay, for the purposes of being vaccinated against influenza and/or COVID-19, except where the vaccine/s is offered at the workplace.
- (b) The Employer may require that the request for leave be supported by documentation that may include proof of vaccination.

41. GENDER AFFIRMATION LEAVE

- 41.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.
- 41.2 Gender Affirmation Leave (**GA Leave**) is available to transgender Employees who are undergoing a process to affirm their gender. 'Transgender' is a broad term used for people whose gender differs from what they were assigned at birth. Transgender Employees may affirm their gender through medical, social or legal changes. Employees may give effect to their affirmation in several ways and are not required to be undergoing specific types of changes, such as surgery, to access GA leave

Amount

- 41.3 An Employee (other than a Casual Employee) who is undergoing a process of affirming their gender is entitled to GA Leave over the period of their employment with the Employer, for the purpose of supporting the Employee's affirmation. GA Leave will comprise a maximum of:
 - (a) up to six weeks (30 days) paid leave for essential and necessary gender affirmation procedures, and
 - (b) up to 46 weeks of unpaid leave.

41.4 GA Leave:

- (a) may be used flexibly over an Employee's employment with the Employer;
- (b) may be taken as consecutive, single or part days, as agreed with the Employer;
- (c) is not paid on termination of employment.

41.5 Essential gender affirmation procedures may include:

- (a) medical or psychological appointments;
- (b) hormonal appointments;
- (c) surgery and associated appointments;
- (d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
- (e) any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with the Employer.

41.6 An Employee may, by agreement, utilise accrued annual or long service leave, or where appropriate Personal Leave, instead of unpaid GA Leave or to complement GA Leave.

Casual Employees

41.7 The Employer may use their discretion to grant paid or unpaid leave to a Casual Employee undergoing a process of gender affirmation, on a case by case basis.

Notice and evidence requirements

41.8 An Employee seeking to access GA Leave:

- (a) must provide the Employer with reasonable written notice of the expected period of leave, unless otherwise agreed;
- (b) may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered health practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

42. FAMILY VIOLENCE LEAVE

Introduction

42.1 Employers respondent to this Agreement recognise that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employers are committed to providing support to Employees who experience family violence.

42.2 Leave for family violence purposes is available to Employees, including Casual Employees, who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

42.3 Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

General Measures

- 42.4 Evidence of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or lawyer. A signed statutory declaration can also be accepted as evidence.
- 42.5 All personal information concerning family violence will be kept confidential consistent with the relevant Employer's policies and appropriate legislation. No information will be kept on the Employee's personnel file without the express written permission of the Employee.
- 42.6 No adverse action will be taken against an Employee if the Employee's attendance or performance at work suffers as a result of experiencing family violence.
- 42.7 Employers will identify contacts within each Institute who will be trained in family violence and associated privacy issues. Employers will advertise the names of family violence contacts within the Institute.
- 42.8 An Employee experiencing family violence may raise the issue with the immediate supervisor, a family violence contact, Union delegate or Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see Human Resources or family violence contact.
- 42.9 Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 42.16 to 42.19 below inclusive.
- 42.10 Employers will develop guidelines to supplement these family violence provisions and which detail the appropriate action to be taken in the event that an Employee reports family violence.
- 42.11 An Employee, other than a Casual Employee, experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence. A Casual Employee will have access to up to ten days paid leave for the purposes outlined in this clause.
- 42.12 Paid family violence leave is:
- (a) not cumulative but if leave is exhausted consideration will be given to providing additional leave.
 - (b) in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 42.13 An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany the person to court, to hospital or to care for children. The Employer may require evidence consistent with clause 42.4 from an Employee seeking to utilise the personal/carer's leave entitlement.

Individual Support

- 42.14 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
- (a) temporary or ongoing changes to the Span of Hours or pattern of hours and or shift patterns;
 - (b) temporary or ongoing job redesign or changes to duties;
 - (c) temporary or ongoing relocation to suitable employment;
 - (d) a change to the telephone number or email address to avoid harassing contact;
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 42.15 Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- 42.16 An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local support resources. The EAP will include professionals trained specifically in family violence.
- 42.17 An Employee who discloses that they are experiencing family violence will be given information regarding current support services.

43. DEFENCE RESERVE SERVICE LEAVE

- 43.1 An Employee required to complete Defence Reserve Service may be granted leave for up to four weeks or 28 calendar days in a year commencing on 1 January.
- 43.2 On recruitment or for initial training as a member of the Defence Reserve an Employee may be granted leave for up to two weeks or 14 calendar days. This leave is restricted to the Employee's first year of Defence Reserve Service.
- 43.3 With the exception of the additional two weeks on recruitment or for initial training as described in sub-clause 43.2, leave can be accumulated and taken over two years to enable the Employee to undertake training as a member of the ADF Reserves.
- 43.4 An Employee may apply for additional Defence Reserve Service leave which the Employer may refuse or grant as leave subject to all the circumstances.
- 43.5 The Employee will consult with the Employer regarding the proposed timing of the leave and will give the Employer as much notice as possible of when Defence Reserve Service for which leave is required will take place. Failure to provide reasonable notice will be grounds for the leave to be refused.
- 43.6 Where the base salary, excluding allowances, received by the Employee from the Australian Defence Force or Defence Reserve Service during the Employee's ordinary hours of duty is below the Employee's salary under this Agreement, the Employer will, unless exceptional circumstances arise, pay to the Employee make up pay to the level of the Employee's salary under this Agreement for the period of the Defence Reserve Service leave.

44. CULTURAL AND CEREMONIAL LEAVE

NAIDOC Week Leave

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

Leave to attend Aboriginal community meetings

- 44.2 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings.

Leave to attend Annual General Meetings of Aboriginal community organisations

- 44.3 With the provision of reasonable notice, the Employer will grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Ceremonial leave

- 44.4 Ceremonial leave for an Employee of Aboriginal or Torres Strait Islander descent for ceremonial applies as follows:
- (a) Up to five days paid leave will be granted, per occasion, to a maximum of three occasions per year, connected with the death of a member of the Employee's kinship system; or
 - (b) Up to three days paid leave per year for other ceremonial obligations under Aboriginal and Torres Strait Islander lore, on the provision of reasonable notice;
 - (c) Additional leave, with or without pay, may be approved by the Employer.
- 44.5 The Employee may adjust the number of days and/or occasions taken as ceremonial leave under clause 44.5 (a), provided the total paid ceremonial leave taken in connection with the death of a member of the Employee's kinship system does not exceed 15 days per year.
- 44.6 Ceremonial leave granted under clause 44 is in addition to compassionate leave granted under clause 37.

Cultural Responsibility

- 44.7 Where an Aboriginal or Torres Strait Islander Employee agrees to undertake work for the Employer that requires a cultural responsibility, and such work is not within the Employees general role, the impact of that responsibility will be taken into account in the context of the Employee's duties and should, if appropriate, be the subject of time release and/or payment. The line manager has responsibility for determining the applicable time release and/or payment, if any.
- 44.8 For the purposes of clause 44:

- (a) Kinship system** is the system of social relations that exist in Aboriginal and/or Torres Strait Islander communities which expands far beyond the Western notion of the immediate family. For Aboriginal and/or Torres Strait Islander peoples,

kinship spans across large communities, with individuals being culturally bound to responsibilities for other's wellbeing, spirit and connection. Kinship is integral to identity formation, establishing links with community and understanding one's own spiritual and cultural belonging. For Aboriginal and Torres Strait Islander peoples, caring for an Aunty, Uncle or Elder may carry the same weight as caring for a parent due to this kinship system.

(b) Cultural and Ceremonial leave does not accrue from year to year and will not be paid out on termination of employment.

45. STUDY LEAVE

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

45.2 Applications for such leave will not be unreasonably refused.

46. SABBATICAL LEAVE

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

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

46.3 Sabbatical Leave will count as service for all purposes.

47. PUBLIC HOLIDAYS

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

47.2 The following are Public Holidays:

- (a) Each of the following days:
 - (i) New Year's Day (1 January);
 - (ii) Australia Day (26 January);
 - (iii) Labour Day (Victoria);
 - (iv) Good Friday;
 - (v) Easter Saturday;
 - (vi) Easter Monday;
 - (vii) ANZAC Day (25 April);
 - (viii) King's Birthday;
 - (ix) Melbourne Cup Day;
 - (x) Christmas Day (25 December);
 - (xi) Boxing Day (26 December); and

- (b) any other day, or part-day, declared or prescribed by or under a law of Victoria to be observed generally within Victoria, or a region of Victoria, as a public holiday.
- 47.3 If, under (or in accordance with a procedure under) a law of Victoria, a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday because of clause 47.2(b), then the substituted day or part-day is instead the Public Holiday.
- 47.4 Subject to agreement between the Employer and a majority of affected Employees, a Public Holiday other than a day prescribed in clause 47.2 or 47.3 above may be observed. If this occurs, the day agreed becomes the Public Holiday and the actual Public Holiday becomes an ordinary working day. The Employer will advise the Union in writing within seven days of any such agreement.
- 47.5 An Employer may request an Employee to work on a Public Holiday, if the request is reasonable.
- 47.6 If an Employer requests an Employee to work on a Public Holiday, the Employee may refuse the request if:
- (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- 47.7 In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following must be taken into account:
- (a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) whether the Employee could reasonably expect that the Employer might request work on the Public Holiday;
 - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the Public Holiday;
 - (e) the type of employment of the Employee (for example, whether full-time, part-time, or Casual);
 - (f) the amount of notice in advance of the Public Holiday given by the Employer when making the request;
 - (g) in relation to the refusal of a request--the amount of notice in advance of the Public Holiday given by the Employee when refusing the request;
 - (h) any other relevant matter.
- 47.8 An Employee may request to substitute another day for a day that is a public holiday. Where the Employer agrees, the substitute day becomes the public holiday and the actual public holiday becomes an ordinary working day for the Employee.

G. REDUNDANCY PROCESS AND ENTITLEMENTS

48. REDUNDANCY PROCESS AND ENTITLEMENTS

- 48.1 This clause does not apply to:

- (a) Casual Employees; and
 - (b) Employees engaged for a Fixed-term, whose employment ends because of the expiry of the Fixed-term.
- 48.2 The Employer will adopt the following process to identify Employees in excess of Employer requirements and therefore to be considered for selection.
- 48.3 Subject to satisfying the requirements of clauses 8 and/or 9 the Employer will convene meetings of potentially affected Employees to seek volunteers. The Employer may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for the Employer's continuing function.
- 48.4 Where insufficient volunteers or too many volunteers are forthcoming, the Employer will determine those Employees in excess of its requirements taking into account the following criteria:
- (a) the required qualifications, skills and abilities between Employees as required for the continuing operation of the program;
 - (b) any special qualifications or aptitude for the position/s continuing to be required to be performed by the Employer; and
 - (c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.
- 48.5 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as excess to Employer requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.
- 48.6 Subject to this clause, the parties agree that Employer policies in relation to redeployment and termination of employment are to apply for the life of this Agreement. Such policies may only be varied following consultation and agreement with the Union in accordance with clause 8. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

Redundancy pay

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

Period of Continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks

At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	20 weeks

49. RIGHT TO DISCONNECT

- 49.1 This clause provides for the exercise of an Employee's right to disconnect under section 333M of the FW Act.
- 49.2 Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to emails, messages or phone calls outside of their ordinary hours of work unless the Employee is directed by the Employer to perform overtime.
- 49.3 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable, the following must be taken into account:
- (a) the reason for the contact or attempted contact;
 - (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee;
 - (c) the nature and seniority of the Employee's role and the Employee's level of responsibility; and
 - (d) the Employee's personal circumstances (including family or caring responsibilities).
- 49.4 There may be occasions when it is reasonable for the Employer to contact an Employee outside of the working hours, including but not limited to:
- (a) ascertaining availability for rosters;
 - (b) requests to fill in at short notice for unplanned absences of other Employees;
 - (c) for genuine Employee welfare matters, or in an emergency; and/or
 - (d) where business and operational reasons require contact outside of working hours.
- 49.5 For the avoidance of doubt, an Employee may not be required to respond to contact by the Employer under clause 49.4 provided the refusal to respond is reasonable having regard to the matters in clause 49.3.
- 49.6 The provisions of the FW Act will apply to:
- (a) the exercise of the right to disconnect by an Employee;
 - (b) the matters that must be taken into account in determining whether a refusal is unreasonable;
 - (c) any contact or attempted contact by an Employer outside of working hours; and
 - (d) the resolution of disputes about whether a refusal is unreasonable.

H. FREEDOM OF ASSOCIATION

50. TRADE UNION TRAINING LEAVE

- 50.1 Employees are entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to a better understanding of dispute resolution provisions of this Agreement (**Trade Union Training Leave**).
- 50.2 Applications for Trade Union Training Leave must be approved prior to the taking of leave. Such applications will not be unreasonably refused providing:
- (a) The application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and
 - (b) The release of the Employee does not cause undue inconvenience to the Employer.
- 50.3 Trade Union Training Leave granted under this clause:
- (a) will be on full pay including payments which are deemed to be part of pay for all purposes with the exception of payments for work outside ordinary hours or excess hours payments;
 - (b) May include any necessary traveling time in normal working hours immediately before or after the activity or course; and
 - (c) will count as service for all purposes.
- 50.4 An Employee granted leave under this clause will not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

51. INDUCTION

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

52. LEAVE TO ATTEND TRADE UNION COUNCIL MEETINGS

- 52.1 Australian Education Union state councillors will be given up to 8 days leave in any one calendar year to attend union council meetings or alternative state-level activities designated by the AEU Branch.

53. ELECTRONIC COMMUNICATIONS

- 53.1 Employees are allowed reasonable access to electronic communication to facilitate communication between Employees and their representatives, which may include a Union, on matters pertaining to the Employer/Employee relationship.

53.2 The Employer will not interfere with communications between an Employee and a Union representative and will consider such communications as confidential between the Employee and the Union.

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

54. AEU UNION REPRESENTATIVES TIME ALLOWANCE

54.1 Australian Education Union representatives will be granted time allowances to be deducted from face to face teaching; online or by other means; and/or supervision of learning allocated in accordance with clause 32.4(a). The total of time allowance allocated will be 145 hours for first 50 members plus one hour for each additional member. Union membership numbers will be confirmed annually in December of each year.

I. OTHER MATTERS

55. INDIVIDUAL FLEXIBILITY TERM

55.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

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

55.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

55.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and Employee;
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:

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

56. OVERALL TOTAL REMUNERATION PACKAGE FOR OVERSEAS-BASED EMPLOYEES

- 56.1 Nothing contained elsewhere in this Agreement precludes an Employer and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.
- 56.2 The overall total remuneration package will comprise this Agreement salary rate, Employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 56.3 In such cases, the written agreement between the Employer and the Employee will specify:
- 56.4 the period for which the agreement will operate;
- (a) the overall total or flat salary and Employer superannuation contributions to apply; and
 - (b) 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.

- 56.5 An overall remuneration package will not disadvantage an Employee when comparing their total remuneration inclusive of Employer superannuation contributions with the salary, Employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 56.6 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time will be provided for the Employer and Employee to consider the proposal and seek advice.

57. DELEGATES RIGHTS

Workplace Delegates

- 57.1 This clause provides for the exercise of the rights of Workplace Delegates set out in section 350C of the FW Act.
- 57.2 For the avoidance of doubt, the Employer is taken to have afforded a Workplace Delegate the rights mentioned in section 350C(3) of the FW Act if the Employer has complied with this clause (see section 350C(4) of the FW Act).

- 57.3 In this clause, Workplace Delegate has the meaning given by section 350C(1) of the FW Act.
- 57.4 Before exercising entitlements under this clause, a Workplace Delegate must give the Employer written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- 57.5 An Employee who ceases to be a Workplace Delegate must give written notice to the Employer within 14 days.

Right of representation

- 57.6 A Workplace Delegate may represent the industrial interests of 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 union with enterprise bargaining; and
 - (f) any process or procedure within this Agreement or the Employer's policy under which Employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 57.7 A Workplace Delegate may communicate with Employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the union and representation with Employees.
- 57.8 A Workplace Delegate may communicate with Employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- 57.9 The Employer must 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 Employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the Employer to communicate with Employees and by Employees to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners, phones, computer equipment, stationery, email and photocopiers.
- 57.10 The Employer is not required to provide access to or use of a workplace facility under clause 17.4.1 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.

Entitlement to reasonable access to training

The provisions of clause 57.11 are inclusive of and not additional to the provisions of clause 50.

57.11 The Employer must provide a Workplace Delegate with access to up to five (5) days of paid time during normal working hours for initial training and one (1) day each subsequent year, to attend training related to representation of the industrial interests of Employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one Workplace Delegate per 50 Employees.
- (b) The number of Employees will be determined on the day a delegate requests paid time to attend training, as the number of Employees who are:
 - (i) full-time or part-time Employees; or
 - (ii) regular Casual Employees.
- (c) Payment for a day of paid time during normal working hours is 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.
- (d) Workplace Delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the Workplace Delegate must provide the Employer with an outline of the training content.
- (f) The Employer 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 must not be unreasonably withheld.
- (g) The Workplace Delegate must, within seven (7) days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under clause 57

57.12 A Workplace Delegate's entitlements under clause 57 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 Employees exercising their rights to freedom of association.

57.13 Clause 57 does not require the Employer to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Employees.

57.14 Clause 57 does not require an Employee to be represented by a Workplace Delegate without the Employee's agreement.

Australian Education Union state councillors and representatives

57.15 Australian Education Union state councillors and representatives have specific entitlements under clauses 52 and 54. The entitlements prescribed by this clause 57 are inclusive of, and not additional, to the entitlements prescribed by clauses 52 and 54.

58. COUNTERPARTS

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

SCHEDULE 1A – SALARIES AND WAGE INCREASES - EMPLOYEES OTHER THAN CASUAL EMPLOYEES

1. Wage increases are payable on the first pay period on or after the date specified for each column.

	Salaries as at 31/10/24	1-Nov-24	1-May-25	1-Nov-25	1-Jan-26	1-May-26	1-Nov-26	1-May-27	1-Nov-27
Level			1.5%	1.5%	3.0%	1.5%	1.5%	1.5%	1.5%
EM 3	\$121,680	\$130,684	\$132,644	\$134,634	\$138,673	\$140,753	\$142,865	\$145,008	\$147,183
EM 2	\$118,185	\$126,931	\$128,835	\$130,768	\$134,691	\$136,711	\$138,762	\$140,843	\$142,956
EM 1	\$114,788	\$123,282	\$125,131	\$127,008	\$130,818	\$132,781	\$134,772	\$136,794	\$138,846
L 3.5		\$119,667	\$121,462	\$123,284	\$126,983	\$128,887	\$130,821	\$132,783	\$134,775
L 3.4	\$111,391	\$116,024	\$117,764	\$119,531	\$123,117	\$124,964	\$126,838	\$128,741	\$130,672
L 3.3	\$107,995	\$111,684	\$113,359	\$115,060	\$118,511	\$120,289	\$122,093	\$123,925	\$125,784
L 3.2	\$103,989	\$107,838	\$109,456	\$111,098	\$114,430	\$116,147	\$117,889	\$119,657	\$121,452
L 3.1	\$99,983	\$104,154	\$105,717	\$107,302	\$110,522	\$112,179	\$113,862	\$115,570	\$117,303
L 2.4		\$100,947	\$102,461	\$103,998	\$107,118	\$108,725	\$110,356	\$112,011	\$113,691
L 2.3	\$93,961	\$96,787	\$98,239	\$99,712	\$102,704	\$104,244	\$105,808	\$107,395	\$109,006
L 2.2	\$91,546	\$93,103	\$94,500	\$95,917	\$98,795	\$100,277	\$101,781	\$103,307	\$104,857
L 2.1	\$85,169	\$90,903	\$92,266	\$93,650	\$96,460	\$97,907	\$99,375	\$100,866	\$102,379
L 1.3		\$89,600	\$90,944	\$92,308	\$95,077	\$96,504	\$97,951	\$99,420	\$100,912
L 1.2	\$83,429	\$84,378	\$85,644	\$86,928	\$89,536	\$90,879	\$92,242	\$93,626	\$95,030
L 1.1	\$78,564	\$78,564	\$79,743	\$80,939	\$83,367	\$84,618	\$85,887	\$87,175	\$88,483

IMPLEMENTATION

2. 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 commencement of the Agreement	Translation on commencement of the Agreement
EM 3	EM 3
EM 2	EM 2
EM 1	EM 1
L3.4	L3.5
L3.3	L3.4
L3.2	L3.3
L3.1	L3.2
L2.3	L2.4
L2.2	L2.4
L2.1	L2.2
L1.2	L1.3
L1.1	L1.2

3. An Employee with the title of Specialist Educator 1 on implementation of the Agreement will translate to L3.5, and any other arrangements relating to the SE1 role will be undisturbed.
4. For Employees who are covered by clause 2 above, the date of translation on commencement of the Agreement shall become the anniversary date of appointment of the Employee to the classification level for the purposes of clause 20.1 of the Agreement.
5. Where an Employee does not hold the approved teaching qualification requirements for the classification level applying to them immediately prior to commencement of the Agreement, translation under the table in clause 2 above, will apply but incremental progression will be dependent upon completion of an applicable approved teaching qualification.

SCHEDULE 1B – SALARIES AND WAGE INCREASES – CASUAL EMPLOYEES

1. Casual Employees will be paid at the applicable rate as set out below. For Teaching Delivery, the rate is inclusive of the allocated CAPPS time for each hour of teaching delivery.
2. Wage increases are payable on the first pay period on or after the date specified for each column.

Teaching Delivery Rate (inclusive of CAPPS)									
Classification	Rate as at 31/10/24	1-Nov-24	1-May-25	1-Nov-25	1-Jan-26	1-May-26	1-Nov-26	1-May-27	1-Nov-27
		3.5%	1.5%	1.5%	3.0%	1.5%	1.5%	1.5%	1.5%
Level 1	82.01	84.88	86.15	87.45	90.07	91.42	92.79	94.18	95.60
Level 2	85.23	88.21	89.54	90.88	93.61	95.01	96.43	97.88	99.35
Level 3	88.60	91.70	93.08	94.47	97.31	98.77	100.25	101.75	103.28

Non-Teaching Hourly Rate									
Classification	Rate as at 31/10/24	1-Nov-24	1-May-25	1-Nov-25	1-Jan-26	1-May-26	1-Nov-26	1-May-27	1-Nov-27
		3.5%	1.5%	1.5%	3.0%	1.5%	1.5%	1.5%	1.5%
Level 1	55.74	57.69	58.56	59.43	61.22	62.14	63.07	64.01	64.97
Level 2	57.93	59.96	60.86	61.77	63.62	64.58	65.55	66.53	67.53
Level 3	60.19	62.30	63.23	64.18	66.10	67.10	68.10	69.12	70.16

SCHEDULE 2A – CLASSIFICATION DESCRIPTORS - TEACHING STAFF LEVELS 1 – 3

LEVEL	RESPONSIBILITIES	ELIGIBILITY & VARIATIONS TO RESPONSIBILITIES
Level 1 Teacher	<p>TAE Qualified, typically with a minimum of 2 years industry experience.</p> <p><i>Formal mentoring support is available from a more experienced teacher for L1.1 and L1.2, and at L1.3 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 	<p>L1.1 teacher under Supervision</p> <p><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 Newly qualified teacher (TAE), with less than 12 months teaching experience.</p> <p>Undertake the responsibilities of a qualified L1 teacher with minimal supervision.</p> <p>L1.3 Qualified teacher, with more than 12 months teaching experience.</p> <p><i>Teacher currency, classroom management skills and reasonable adjustment to suit individual learners to be applied and contribute to</i></p>

	<ul style="list-style-type: none"> Assist with basic educational pastoral care, student counselling and consultation and referral to appropriate support services. 	<i>assessment and curriculum development as a teacher gains experience at L1.3.</i>
Level 2 Teacher	<p>AQF5 Qualified, typically with a minimum of 2 years industry experience.</p> <p>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.</p> <p><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 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 – L2.4 AQF5 Qualification with at least 12 months teaching experience</p> <p><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	AQF6 or above Qualified, typically with a minimum of 2 years industry experience and at least 12 months teaching experience	L3.1 Gaining AQF6 Qualification or above with at least 12 months teaching experience.

	<p>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 • 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 • Undertaking applied research of course resources and teaching practices. 	<p><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 - L3.5 AQF6 Qualification or above</p> <p><i>A teacher who has successfully completed an approved AQF6 qualification or above, will deliver training, undertake assessment, and develop resources, assessment, and curriculum.</i></p>
<p>Lead Educator</p>	<p>AQF5 or AQF6 Qualified, typically with a minimum of 2 years industry experience and teaching experience</p>	<p><i>This level is not an automatic progressional position. A position under this level is based on the Institute's operational needs and appointment to</i></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"> • Assisting team members with resource evaluation and curriculum design development and implementation • Assisting with the development of training and assessment strategies • 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 • Providing authoritative advice to stakeholders in relation to learning needs of students and training needs of industry • Providing leadership in specialist areas • Trialling and reporting on innovative delivery strategies • Researching, developing and improving TAFE curriculum, teaching and learning methods • Researching and preparing teaching resources/methods for teacher practice • Developing and designing courses within department • Assisting in relation to the establishment, maintenance and reviewing of teaching programs 	<p><i>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>
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SCHEDULE 2B – CLASSIFICATION DESCRIPTORS – EDUCATION MANAGERS

	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 focussed 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>
TYPICAL FUNCTIONS	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
	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,	Represents the organisation both internally and externally in a range of

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		assessment strategies, modes of learning and reporting	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
	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.	
	EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
MEA TASK AREA	Implements operational framework	Manages and reviews operational framework	Develops and defines the operational framework
Judgement, Problem Solving, Accountability	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

and Extent of Authority	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
	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	Leads and manages a quality and financially sustainable operation aligned	

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		continuous improvement in achievement of outcomes	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		
	EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Organisational Relationships and Impact	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

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			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
	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

		EDUCATION MANAGER 1	EDUCATION MANAGER 2	EDUCATION MANAGER 3
Lead Skills, knowledge and Experience (in addition to AQF requirements)	Negotiation & 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 & 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
	Quality, Processes & 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
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SCHEDULE 3 —SALARY FOR COMMENCEMENT

1. This schedule shows the requirements for each classification level and increment 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 level for all new Employees including casual Employees.

	Teaching Qualifications	Minimum Teaching Experience	Minimum Vocational Experience
EM 3	Approved AQF 6 or above		For L1 to L3, 2 or more years
EM 2	Approved AQF 6 or above		
EM 1	Approved AQF 5/6 or above		
Lead Ed	Approved AQF 6 or above		
L3.5	Approved AQF 6 or above	4 years	
L3.4	Approved AQF 6 or above	3 years	
L3.3	Approved AQF 6 or above	2 years	
L3.2	Approved AQF 6 or above	1 year	
L3.1	Obtaining AQF 6 or above	N/A	
L2.4	Approved AQF 5	3 years	
L2.3	Approved AQF 5	2 years	
L2.2	Approved AQF 5	1 year	
L2.1	Obtaining AQF 5	N/A	
L1.3	Cert IV TAE	More than 1 year	
L1.2	Cert IV TAE	0-1 year	
L1.1	Obtaining Cert IV TAE	N/A	

3. An Employee shall not be eligible for promotion or appointment as an Education Manager unless they are fully qualified.
4. Recognition of prior teaching experience and/or vocational experience applies to appointment to an incremental level on commencement, as follows:
 - (a) For a teacher with an AQF 5 or AQF 6 and above qualification, the teacher will receive one increment for each completed year of actual teaching experience relevant to the applicable classification level;
 - (b) For a teacher who does not have qualifications at AQF5 or above, a maximum of two increments on commencement shall be paid for experience and qualifications, as detailed below:
 - (i) One increment for every two years of approved actual teaching experience; and/or
 - (ii) One increment for every two years of approved vocational experience.

For the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification.

6. 'Fully qualified' means possessing Approved Qualifications as set out in Schedule 4 which entitle an Employee to be appointed at, or progress to, the maximum increment level of the teacher classification,

7. Where a casual employee is converted to a fixed term or ongoing position by the employer each 400 teaching delivery 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:
 - (a) entitlement for a TAFE teacher to commence employment;
 - (b) identification of the appropriate level on the incremental salary scale in the teacher classifications;
 - (c) for progression along that salary scale; and
 - (d) appointment to the Education Manager classification.

These qualification requirements are found at clause 20.1

AQF Level 5 teaching qualification

2. For a Level 5 teaching qualification to be approved for the purposes of the Agreement it must contain:
 - (a) studies in adult learning methodology
 - (b) studies in teaching in a Vocational Education environment
 - (c) studies in Applied Research
 - (d) 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:
 - (a) studies in adult learning methodology
 - (b) studies in teaching in a Vocational Education environment
 - (c) studies in Applied Research
 - (d) 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

- (a) 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.
- (b) 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:
 - (a) 50 hours in which the teacher candidate observes the teaching practice of other teacher practitioners; and
 - (b) 50 hours in which the teacher candidate participates in activities such as:
 - i. attendance at meetings of teachers,
 - ii. development of course materials,
 - iii. student interviews,
 - iv. industry liaison and consultation with external authorities and enterprises; and
 - (c) 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 — EMPLOYERS

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

SCHEDULE 6 — DICTIONARY

In this Agreement:

1. **Agreement** means the Victorian TAFE Teaching Staff Agreement 2024.
2. **Approved Qualification** means a qualification set out in Schedule 4.
3. **AQF** means the Australian Qualifications Framework.
4. **Base Rate of Pay** has the meaning given by section 16 of the FW Act.
5. **Child** of an Employee means:
 - (a) someone who is a child of the Employee within the meaning of the Family Law Act 1975 (Cth);
 - (b) an adopted child or stepchild of the Employee;
 - (c) For the purposes of clause 38 ('Parental Leave'):
 - (i) a child (or children from a multiple birth) born to the Employee or the Employee's Spouse;
 - (ii) a child (or children) who is placed with an Employee under an adoption or permanent care order, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the permanent placement) a child of the Employee or the Employee's Spouse.
6. **Commission** means the Fair Work Commission or its successor.
7. **Continuous Service** has the same meaning as in the Fair Work Act 2009 (Cth).
8. **De Facto Partner** means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former De Facto Partner of the Employee.
9. **Eligible Casual Employee** for the purposes of clause 38 ('Parental Leave') means a Casual Employee:
 - (a) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - (b) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
10. **Employee** means:

- (a) an Employee of an Employer engaged in a classification set out in Schedule 3 who teaches, manages, coordinates and/or develops accredited and non-accredited programs that are:
- (i) 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);
 - (ii) English Language Intensive Courses for Overseas Students (ELICOS) and Teaching English to Speakers of Other Languages programs (TESOL);
 - (iii) Languages Other Than English programs (LOTE);
 - (iv) English language, literacy and numeracy programs;
 - (v) English language teaching in migrant education programs;
 - (vi) Community and adult education programs not leading to qualifications recognised by the AQF;
 - (vii) 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;
 - (viii) Victorian Certificate of Applied Learning (VCAL); and/or
 - (ix) Victorian Certificate of Education (VCE);
- (b) but does not include:
- (i) 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
 - (ii) an Industrial Skills Instructor; or
 - (iii) 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).

11. **Employer** means an Employer listed in Schedule 5 of this Agreement.

12. **FW Act** means the *Fair Work Act 2009* (Cth), as amended from time to time.

13. **Immediate Family** means:

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

This includes step relations (such as stepparent and step-children), and adoptive relations.

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

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

15. **National Employment Standards** or **NES** means the National Employment Standards contained in the FW Act.
16. **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn, the initial primary carer of a newly adopted child or the legal parent of a child (or children, as the case may be) under a surrogacy arrangement.;
17. **Relevant Employees** for the purposes of clause 9 means Employees who may be affected by a change referred to in clause 9(a), including Employees who are on approved leave.
18. **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
19. **Spouse** includes a former spouse.
20. **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 by the Employer for curricular or pastoral functions involving student supervision, student counselling and consultation.
21. **Union** means an Employee organisation that was a bargaining representative for this Agreement and that has given written notice to the Commission under section 183 of the FW Act stating that the organisation wants this Agreement to cover it.

SCHEDULE 7 PROFESSIONAL DEVELOPMENT – VOCATIONAL COMPETENCY AND CURRENCY AND EDUCATIONAL CURRENCY

1. A teacher, other than a Casual Employee, will be eligible for up to 76 hours per annum (pro-rata), from Education-related Duties, for professional development including for release to industry (PD). The Employer has the discretion to determine how this clause applies to Casual teachers.
2. PD activities will provide a teacher with the opportunity to maintain their currency or further develop skills and knowledge, ensuring best practice both educationally & vocationally, thereby enhancing the student experience. Professional Development activities include:
 - (a) Educational currency, teaching and learning;
 - (b) Vocational competency, including the skills required by training packages/accredited courses; and
 - (c) regular industry release to enable vocational currency.
3. The allocation of PD hours will be incorporated in the annual Work Plan, which may be an Agreed or Default Work Plan in accordance with 32.9 of this Agreement. Where an Employee does not agree with the allocation assigned in a Default Work Plan, the Employee may refer the matter for resolution through the Dispute Resolution provisions of clause 10 of this Agreement.
4. The allocation in the Work Plan will outline the PD to be undertaken over the year, including time for release to industry, consistent with the vocational and educational competency and currency provisions outlined below.

Vocational Currency

5. Teachers will possess vocational competencies to meet the requirements listed in the training product, to at least the qualification and unit of competency/module level. Vocational competency may be demonstrated by verified, documented evidence that the teacher possesses the competency that they are delivering/assessing, or by mapping their skills and knowledge to the current competency/ies they are delivering/assessing.
6. Teachers will possess knowledge of and/or experience using the latest industry techniques, processes and equipment and an understanding and knowledge of current legislation relating to the relevant industry and workplaces. Teachers will be able to provide training and assessment that reflects current industry practice.
7. Current industry currency and competency may be demonstrated by documented evidence including, but not limited to:
 - (a) regular exposure to industry workplaces and/or participation in workplace tasks;
 - (b) participation in industry networks or professional associations;
 - (c) personal development gained through reading of industry journals;
 - (d) undertaking accredited training;
 - (e) returning to work or industry release; and
 - (f) other agreed activities.

Educational Currency

8. In order to meet the requirements prescribed in relevant legislation, teachers will possess current Educational currency, teaching and learning, knowledge and skills in vocational training, learning and assessment knowledge and skill, through participation in activities to maintain, upgrade and/or develop the way in which they teach and assess.
9. Educational currency in vocational training, teaching and learning, knowledge and skills may be demonstrated by documented evidence including, but not limited to:
 - (a) Participation in courses including both external and internal;
 - (b) Courses, workshops, seminars, webinars and conferences;
 - (c) Completion of a Vocational Education and Training qualification related to teaching and learning, or relevant higher education qualification within the last 12 months;
 - (d) Participation in learning networks including professional associations;
 - (e) Personal development through reading of relevant vocational education/training publications and other relevant information;
 - (f) Shadowing or working closely with other teachers and,
 - (g) Undertaking professional development as agreed to with the Institute.

SIGNATORIES TO AGREEMENT

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address

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

Date

Signature of authorised representative

Full Name (please print)

Title

Address