



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victoria University
(AG2025/1707)

VICTORIA UNIVERSITY VOCATIONAL TEACHER ENTERPRISE AGREEMENT 2025

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 18 JUNE 2025

Application for approval of the Victoria University Vocational Teacher Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Victoria University Vocational Teacher Enterprise Agreement 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victoria University. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I note that the Notice of Employee Representational Rights (NERR) was not provided in the correct form. The NERR contained a different title for the Agreement to the one noted above. However, I am satisfied that this constitutes a minor procedural or technical error, that the employees were not likely to have been disadvantaged by the error, and the error may be disregarded pursuant to s.188(5) of the Act.

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

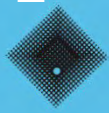
[5] The Agreement is approved and in accordance with s.54, will operate from 25 June 2025. The nominal expiry date of the Agreement is 31 December 2028.



COMMISSIONER

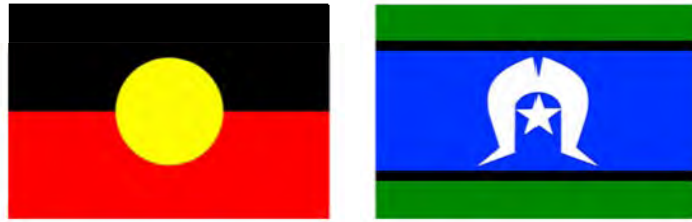
Printed by authority of the Commonwealth Government Printer

<AE529392 PR788285>



Victoria University Vocational Teacher Enterprise Agreement 2025

Acknowledgement of Country



Victoria University acknowledges, recognises and respects the Ancestors, Elders and families of the Bunurong/Boonwurrung, Wadawurrung and Wurundjeri/Woiwurrung of the Kulin who are the traditional owners of University land in Victoria, the Gadigal and Guring-gai of the Eora Nation who are the traditional owners of University land in Sydney, and the Yulara/YUgarapul people and Turrbal people living in Meanjin (Brisbane).

CONTENTS

PART 1 - APPLICATION AND OPERATION OF THIS AGREEMENT	5
1. Definitions	5
2. Coverage and Parties.....	6
3. Operation and Availability of the Agreement.....	7
4. Aboriginal and Torres Strait Islander	7
5. Workplace Flexibility.....	8
PART 2 - CONSULTATION, MAJOR CHANGE AND DISPUTE RESOLUTION	9
6. Major Workplace Change	9
7. Dispute Resolution Procedures	11
PART 3 - TYPES OF EMPLOYMENT	12
8. Types of Employment.....	12
9. Contract of Employment.....	13
10. Fixed-Term Employment	13
PART 4 - HOURS OF WORK AND RELATED MATTERS	14
11. Hours of Work	14
12. Teaching Duties and Teaching Periods	15
13. Attendance Time	15
14. Out of Hours Loading	15
15. Allocation of Duties.....	16
16. Overtime.....	19
17. Time off in lieu of working on VU Open Day	20
18. Right to Request Flexible Working Arrangements	20
PART 5 - SALARY AND CLASSIFICATION STRUCTURE	21
19. Classification Structure.....	21
20. Salaries	21
21. Higher Duties Allowance	23
22. Salary Packaging	23
23. Superannuation.....	23
24. Total Remuneration Package	24
25. Accident Make-Up Pay.....	24
26. Reimbursement of Expenses.....	25
PART 6- LEAVE AND PUBLIC HOLIDAYS.....	25
27. General Provisions	25
28. Public Holidays and Close Downs	26
29. Annual Leave	27
30. Management of excess annual leave	27

31.	Cashing out of annual leave	27
32.	Annual Leave Loading.....	28
33.	Personal/Carer's Leave	28
34.	Compassionate Leave.....	29
35.	Emergency Response Leave.....	30
36.	Court Attendance Leave.....	30
37.	Long Service Leave.....	30
38.	Long Service Leave Management	32
39.	Casual Long Service Leave	32
40.	Parental Leave	32
41.	Special Leave.....	36
42.	Situations of Family and Domestic Violence	37
43.	Religious Leave.....	37
44.	Aboriginal and Torres Strait Islander Leave.....	37
45.	Defence Reserve Service Leave	38
46.	Sabbatical Leave.....	38
47.	Gender Affirmation Leave.....	38
48.	Purchased Leave	39
	PART 7 - ENDING EMPLOYMENT.....	40
49.	Termination of Employment.....	40
50.	Redundancy	40
51.	Transfer of Business	41
52.	Voluntary Early Retirement.....	42
	PART 8 - OTHER MATTERS.....	42
53.	Union Rights.....	42
54.	Right to Disconnect	44
	SCHEDULE 1A - SALARIES.....	45
	SCHEDULE 1B - CASUAL RATES	47
	SCHEDULE 2 - CLASSIFICATION STRUCTURE	43
	SIGNATORIES	50

PART 1 - APPLICATION AND OPERATION OF THIS AGREEMENT

1. Definitions

In this Agreement, unless a contrary intention appears:

- 1.1 **"Act"** means the *Fair Work Act 2009* or its successor.
- 1.2 **"Agreement"** means this *Victoria University Vocational Teacher Enterprise Agreement 2025*.
- 1.3 **"Casual Employee"** means an Employee who:
- (a) is engaged on a casual basis;
 - (b) is paid by the hour in accordance with Schedule 1B of this Agreement; and
 - (c) receives a 25% casual loading in lieu of all paid leave entitlements under this Agreement, other than Long Service Leave and Family and Domestic Violence Leave.
- 1.4 **"Commission"** means the Fair Work Commission or its successor.
- 1.5 **"Employee"** means an employee of the University engaged in a classification specified in Schedule 2 of this Agreement.
- 1.6 **"Immediate Family Member"** has the same meaning as provided under the Act, and includes:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of an Employee,
- where:
- (c) a spouse includes a former spouse, a de facto spouse and a former de facto spouse of the Employee;
 - (d) a de facto spouse means a person who lives with the Employee as their husband, wife or partner (however described) on a bona fide domestic basis, although not legally married to the Employee; and
 - (e) a child includes an adult child, adopted child, a step child or an ex-nuptial child of the Employee.
- 1.7 **"NES"** means the National Employment Standards outlined at Part 2-2 of the Act.
- 1.8 **"Ordinary hourly rate"** means
$$\frac{\text{annual salary}}{365.25} \times \frac{14}{76}$$
- 1.9 **"Primary Care Giver"** means an Employee who has the principal responsibility of providing care and attending to the physical needs of a child. Only one person can be the Primary Care Giver at one time in respect of the same child/children. The Primary Care Giver must also be the:

- (a) biological or adoptive parent of the child;
 - (b) partner of the biological or adoptive parent of the child; or
 - (c) person caring for a child born of a surrogacy arrangement.
- 1.10 **"Representative"** means a person chosen by an Employee to represent them in relation to a specific matter or process under this Agreement. The chosen representative may be a colleague, union representative, or support person. The chosen representative may not be a person who is currently a practicing solicitor or barrister unless the solicitor or barrister provides evidence of being an officer of the Union.
- 1.11 **"Teaching"** means rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery. It includes sessions of rostered student instruction and assessment for academic advancement, in class or online, or required educational support or rostered supervision, as outlined in the teacher work plan.
- 1.12 **"Schedules"** means the schedules annexed to this Agreement.
- 1.13 **"TAFE"** means Technical and Further Education.
- 1.14 **"Union"** means the Australian Education Union (AEU), and vice versa.
- 1.15 **"University"** means Victoria University.
- 1.16 **"The Senior Officer for People and Culture"** means the head of the human resources function (including acting Senior Officer for People and Culture) or their nominee.
- 1.17 **"The Senior Officer of Vocational Education"** means the head of the TAFE division of Victoria University (including acting Senior Officer of Vocational Education) or their nominee.
- 1.18 **"VUCC"** means the Victoria University Consultative Committee.

2. Coverage and Parties

- 2.1 This Agreement covers and applies to:
- (a) Victoria University;
 - (b) Persons employed by the University in a classification or position specified in Schedule 2 of this Agreement; and
 - (c) The Australian Education Union (AEU).
- 2.2 This Agreement does not apply to persons employed by Victoria University:
- (a) in a classification or position that is not specified in Schedule 2 of this Agreement; and/or
 - (b) under an enterprise agreement that covers Victoria University other than this Agreement.

3. Operation and Availability of the Agreement

- 3.1 This Agreement will come into operation seven (7) days after it is approved by the Commission and shall have a nominal expiry date of 31 December 2028.
- 3.2 The parties to this Agreement agree to commence negotiations for a replacement agreement six (6) months prior to the nominal expiry date of this Agreement.
- 3.3 This Agreement supersedes and wholly replaces any previous enterprise agreement covering TAFE teaching staff employment with the University. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this clause, apply to those Employees whose employment falls within the scope of this Agreement.
- 3.4 This Agreement will be read and interpreted in conjunction with the 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.
- 3.5 For the avoidance of any doubt, any reference in this Agreement to a University policy including procedures or guidelines are not incorporated or form part of this Agreement.
- 3.6 A copy of this Agreement will be posted on the University's Intranet site.

4. Aboriginal and Torres Strait Islander Employment

4.1 Acknowledgement and Commitment

- (a) The University acknowledges and recognises Aboriginal and Torres Strait Islander peoples as Australia's First Peoples and as the traditional owners of the lands on which the University stands and conducts its businesses.
- (b) The University recognises that Aboriginal and Torres Strait Islander people are the oldest living peoples on Earth, and the first inhabitants of this place now called Australia. The University acknowledges that First Nations Ancestors, Elders and families are the Traditional Owners of the sacred grounds on which the University rests on. The University thanks the traditional owners of these lands and acknowledges that sovereignty has never been ceded.
- (c) The parties acknowledge and remain committed to the employment, retention and development of Aboriginal and Torres Strait Islander staff. This commitment will be implemented by the University in accordance with the University's First Nations Action Plan 2025-2028 as amended by the University from time to time. For the avoidance of doubt, the University's First Nations Action Plan 2025-2028 as amended from time to time is not adopted or incorporated into the terms and conditions of this Agreement.

4.2 Cultural Leave

- (a) To enable Aboriginal and Torres Strait Islander staff to fulfil ceremonial, community and family obligations and Treaty Assembly Meetings, the University will provide Aboriginal and Torres Strait Islander staff with access to paid and non-paid cultural and ceremonial leave in accordance with clause 44 of this Agreement.

5. Workplace Flexibility

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

- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the University and Employee in relation to one (1) or more of the matters mentioned in sub-clause 5.1(a); and
- (c) the arrangement is genuinely agreed to by the University and Employee.

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

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

5.3 The University must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the University and Employee; and
- (c) is signed by the University and Employee; and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (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) the date on which the arrangement commences.

5.4 The University must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

5.5 The University or Employee may terminate the individual flexibility arrangement:

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

PART 2 - CONSULTATION, MAJOR CHANGE AND DISPUTE RESOLUTION

6. Major Workplace Change

6.1 Principles

- (a) Sound management of workplace change requires the timely consultation and involvement of the Employees who will be affected by the change and any of their nominated Representative(s).
- (b) Consultation:
 - (i) is to provide affected Employees and the AEU, with a bona fide opportunity to influence the University in its decision making and explore alternatives and options aimed at mitigating any adverse consequences of major workplace change. Such measures which may include redeployment, offers of Voluntary Separation, and conversion to part time employment;
 - (ii) does not mean that an agreement must be reached;
 - (iii) allows the decision-making process to be informed, however it is not a barrier to the prerogative of the University to make decisions.

6.2 Victoria University Consultative Committee

- (a) The Victoria University Consultative Committee (VUCC) will be the forum through which the University and Employee representatives consult generally on matters affecting Employees. This includes discussion on any workload disputes that may arise under clause 7.
- (b) The VUCC will be established within one (1) month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement.
- (c) The VUCC shall meet during ordinary hours. Time allocations of an agreed amount additional to those provided elsewhere in this Agreement will be made for employee representatives on the VUCC.

6.3 Obligation to consult about major workplace change

- (a) The University must notify affected Employees and the Union and commence consultation as early as practicable after a definite decision has been made to make a major workplace change.
- (b) Major workplace change means a change, or changes, in work practices, organisation, structure or technology that is likely to have significant effects on Employees.
- (c) Significant effects include:
 - (i) significant changes to work practices;

- (ii) introduction of major new technological change;
 - (iii) relocation of whole, or significant parts of, organisational areas to other campuses;
 - (iv) outsourcing of functions currently performed by Employees employed under this Agreement;
 - (v) restructuring of work areas, including impacts on job numbers, the elimination or diminution of job opportunities, promotion opportunities or job tenure; and
 - (vi) terminating the employment of Employees as a consequence of redundancy.
- (d) For the avoidance of any doubt, major workplace change does not include the creation of, or appointment to, a new senior position within the University or change of reporting lines.
 - (e) Employees may choose to have a Representative present in any discussions regarding major workplace change.
 - (f) The University must discuss with the Employees affected and any Representatives (at the request of the Employee), the introduction of the proposed major changes, the effects those changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees.
 - (g) As part of any consultation about major workplace change, the University will issue documentation setting out information about the change to directly affected Employees.
 - (h) The University is not required to disclose confidential information under this clause if disclosure of the information would be contrary to University's interests.
 - (i) The University must give prompt consideration to matters formally raised in writing by the Employees and/or any Representatives, in relation to the proposed changes and provide a response in writing to any matters raised.

6.4 Consultation Regarding Roster Changes

For a change to an Employee's regular roster or ordinary spread of hours of work, the University must:

- (a) provide information to the affected Employees about the change;
- (b) invite affected Employees to provide their feedback about the impact of the change (including any impact in relation to their family or caring responsibilities);
- (c) consider any input given by the Employees about the impact of the change; and
- (d) allow those Employees to have a Representative for the purposes of that consultation if desired.

6.5 The level of consultation required will be reflective of the regularity and irregularity of an Employee's ordinary hours of work. Consultation may be regarded as having been

satisfied for a Casual Employee working irregular hours where the University has proposed hours of work and the Casual Employee has had an opportunity to reasonably refuse the proposed hours of work.

7. Dispute Resolution Procedures

- 7.1 It is agreed that the University, its Employees and the AEU have an interest in the proper application of this Agreement, and in minimising and settling disputes about matters arising under this Agreement and the NES in a timely manner.
- 7.2 To facilitate their timely resolution, disputes about matters arising under this Agreement or relating to the NES will, as far as is practicable, be raised and resolved at their source, that is:
- (a) in the first instance, the affected Employee(s) should discuss the matter with their Supervisor. Nothing precludes the affected Employee(s) and the supervisor from referring the matter to the manager of their work area;
 - (b) where the dispute is not resolved under sub-clause 7.2(a), the affected Employee(s) may request further discussions with the Senior Officer of People and Culture or nominee for resolution. If no such request is made within seven (7) working days of the conclusion of the discussions referred to under sub-clause 7.2(a), the matter will be deemed to have been resolved. Where a meeting is requested under this sub-clause, it will be convened within five (5) working days of the request or at such later time as the parties may agree.
- 7.3 An Employee may be represented in these procedures by a Representative.
- 7.4 Until the procedures described in clause 7.2 have been exhausted:
- (a) work will continue in the normal manner with due regard for the health and safety of staff;
 - (b) neither party to the dispute may take any action likely to exacerbate the dispute; and
 - (c) the subject matter of the dispute may not be taken to the Commission by the parties to the dispute.
- 7.5 If the dispute remains unresolved, either party to the dispute may refer the matter to the Commission. If no party to the dispute refers the matter to the Commission within 10 working days of the conclusion of the discussions referred to under sub-clause 7.2(b), the matter will be deemed to have been resolved.
- 7.6 The Commission may exercise any method of dispute resolution permitted by the Act and any recommendation, decision or order of a single member of the Commission, or a Full Bench of the Commission in the event of an appeal, will be binding on all parties covered by this Agreement.
- 7.7 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than the Commission for resolution. Any decision or recommendation of the third party will be binding on all parties covered by this Agreement.

PART 3 - TYPES OF EMPLOYMENT

8. Types of Employment

- 8.1 Employees under this Agreement will be employed in one (1) of the following types of employment:
- (a) ongoing employment on a full-time or regular part-time basis; or
 - (b) fixed-term employment on a full-time or regular part-time basis; or
 - (c) employment on a Casual basis.
- 8.2 Ongoing employment means all employment other than fixed-term or Casual.
- 8.3 Full-time employment means continuous employment for 38 hours per week.
- 8.4 Part-time employment means employment, other than Casual employment, for reasonably predictable hours days of work and for less than the normal weekly ordinary hours specified for a full- time Employee.
- 8.5 The provisions of this Agreement will apply to part-time employment on a pro-rata basis for Employees employed less than 38 hours per week and/or less than 52 weeks per annum.
- 8.6 Fixed-term employment means employment for a specified term or ascertainable period.
- 8.7 A Casual Employee can be employed for up to 544 teaching hours per calendar year.
- 8.8 A Casual Employee must be paid a minimum of 3 hours for any teaching engagement.
- 8.9 Casual Employees are not entitled to the following benefits under the Agreement:
- (a) notice of termination;
 - (b) redundancy pay;
 - (c) annual leave;
 - (d) paid personal/carer's leave;
 - (e) paid compassionate leave;
 - (f) paid and unpaid parental leave unless it is in accordance with the NES or clause 40;
 - (g) any other paid leave entitlements, except as otherwise entitled to at law;
 - (h) payment for absence on public holidays; and
 - (i) penalty rates, unless specifically provided for in this Agreement.
- 8.10 Casual Employees are entitled to paid family and domestic violence leave in accordance with the NES.

- 8.11 Casual Employees may submit a written notification of their intention to convert to ongoing employment in accordance with the NES.

9. Contract of Employment

- 9.1 On appointment, the University will provide Employees with a letter of appointment which stipulates the type of employment and contains the following information:

- (a) the date employment is to commence;
- (b) the date employment is to cease (where applicable);
- (c) the classification and rate of pay to be received by the Employee;
- (d) the hours of duty and time/s of attendance of the Employee including the time-fraction to be worked;
- (e) for a fixed term Employee, the reasons for a fixed term contract of employment;
- (f) the other main terms and conditions of employment applicable to the Employee including the usual work location(s) and the duties and reporting relationships to apply upon appointment;
- (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 employment will be paid for.

- 9.2 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.

- 9.3 When an Employee is employed to replace an Employee on parental leave, the Employee will be employed for the fixed-term 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 Act, the replacement Employee's employment may cease prior to the expiration of the term provided that 6 weeks' notice of termination is given by the University to the Employee.

- 9.4 Averaging of teaching hours consistent with this Agreement may apply.

10. Fixed-Term Employment

- 10.1 The University will normally engage Employees on fixed-term contracts in circumstances where:

- (a) it is necessary to fill a vacancy on a temporary basis or for the replacement of staff on leave;
- (b) employment is required for limited term projects or other activities for which there is not ongoing funding;
- (c) new and/or short-term program areas are introduced to the University or reducing numbers threaten the viability of an existing program;
- (d) an Employee with current industry experience is required for a limited term;

- (e) an Employee announces their intention to retire and enters into a pre-retirement contract which varies the terms of the Employee's employment for a period expiring on their retirement from the University.

10.2 Where an Employee has:

- (a) been engaged on a fixed-term contract which has been extended or renewed once; or
- (b) completed 24 months' employment on a fixed-term arrangement,

and the University intends the duties of the Employee to continue to be performed, subject to clause 10.3, the Employee will be offered ongoing appointment to that position.

10.3 Ongoing appointment in accordance with clause 10.2 may not be offered where the University has determined at the end of a fixed term contract to renew the position or substantially the same position on a fixed term basis, and only if the incumbent will be offered a fixed-term position on one of the following basis:

- (a) the staff member is engaged under the contract to perform only a distinct and identifiable task involving specialised skills; or
- (b) the staff member is engaged under the contract in relation to a training arrangement; or
- (c) the staff member is engaged under the contract to undertake essential work during a peak demand period; or
- (d) the staff member is engaged under the contract to undertake work during emergency circumstances or during a temporary absence of another staff member; or
- (e) in the year the contract is entered into the amount of the staff member's earnings under the contract is above the high income threshold (within the meaning of the Act) for that year; or
- (f) the contract relates to a position for the performance of work that is funded in whole or in part by government funding, and the funding is payable for a period of more than 2 years, and there are no reasonable prospects that the funding will be renewed after the end of that period; or
- (g) the contract relates to a governance position that has a time limit.

PART 4 - HOURS OF WORK AND RELATED MATTERS

11. Hours of Work

- 11.1 A full-time Employee's ordinary hours of work will not exceed 8 hours per day and will not exceed 38 hours per week.
- 11.2 The span of ordinary hours is from 8:00am to 8:00pm Monday to Friday, save that on one night per week the University may require an Employee to work ordinary hours of work until 10:00pm.

- 11.3 An Employee will not work more than five (5) hours without a meal break which will be between 30 minutes and one (1) hour in length. Timing for meal breaks will be between 12:00pm and 2:00pm for lunch and 5:00pm and 7:00pm for dinner.
- 11.4 The span of ordinary hours described at clause 11.2 may be altered by up to one hour at either end of the span of hours, by agreement between the University and the Employees concerned.
- 11.5 A part time Employee will be scheduled for a minimum of three consecutive hours on any day.

12. Teaching Duties and Teaching Periods

- 12.1 Teaching duties are defined as activity that includes delivery of qualifications and other learning outcomes and includes in-class assessment, face-to-face time, on-line training and rostered supervision of students on or off-site.
- 12.2 Subject to clause 12.3, the total number of teaching weeks will not exceed 42 weeks in the year.
- 12.3 Teaching periods will generally be offered as two 21 week semesters. However, a teaching period or the total number of teaching periods may vary depending on the delivery needs of the institution, or a particular program area, or the learning experience required to support student success.

13. Attendance Time

- 13.1 Employees classified as Teachers in accordance with Schedule 2 will attend their work location(s) for up to 30 hours per week for 42 weeks per year. Agreement between the University and the Employee is required for attendance beyond the limits prescribed in this clause. The University may only seek such agreement after an Employee has been employed and then only after providing reasonable time for the Employee to gain advice and make an informed decision.
- 13.2 During the attendance time period provided for in this clause, Teachers in accordance with Schedule 2 may participate in:
- (a) scheduled meetings;
 - (b) student consultation and support;
 - (c) quality compliance;
 - (d) professional development and/or industry currency activities.

14. Out of Hours Loading

- 14.1 An out of hours loading will apply to ordinary hours of work performed outside the span of ordinary hours provided for in clauses 11.2 or 11.4.
- 14.2 In circumstances other than those provided for at clause 11.2, the University will consult and obtain agreement with the Employee before allocating work outside of the span of ordinary hours.
- 14.3 In the event that an Employee is allocated work in accordance with this clause, they will be paid a loading as follows:

- (a) for each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate will be paid;
- (b) for each hour worked on a Monday to Saturday after 10pm, a loading of 75% of the ordinary hourly rate will be paid;
- (c) for hours worked on a Sunday, a loading of 50% of the ordinary hourly rate will be paid; and
- (d) for all hours worked on a public holiday, a loading of 250% will be paid.

15. Allocation of Duties

- 15.1 In a calendar year a full time teacher will be accountable for up to a maximum of 1748 hours of duty. Of these 1748 hours, 800 hours will be allocated towards teaching and 948 hours of other accountable time. Accountable hours will be managed through the annual teachers workplan.
- 15.2 The 1748 annual accountable hours are exclusive of annual leave and public holidays. Such leave will be allocated and recorded within an Employee's annual work plan.
- 15.3 800 teaching duty hours will be allocated in accordance with the principles prescribed at clauses 12.2 and 12.3.
- 15.4 A full time teacher will be allocated a maximum of 21 hours of teaching duties per week. This allocation:
 - (a) may be averaged over a 4 week period; and
 - (b) may be increased following consultation and agreement between the teacher and their supervisor.
- 15.5 Notwithstanding sub-clause 15.4(b), a teacher may not unreasonably refuse to perform an allocation of more than 21 hours of teaching duties per week (or as averaged in accordance with sub-clause 15.4(a)).
- 15.6 Subject to the provisions of clause 15.3, the University will timetable non-teaching periods of a minimum of 4 weeks duration.
- 15.7 To avoid any doubt, nothing precludes the University from determining when teaching and non-teaching periods are timetabled to meet the operational demands of the institution and/or a particular program area, subject to clause 13.
- 15.8 Duties and associated hours will be allocated in an annual work plan which is:
 - (a) determined by consultation and agreement in writing between the University and the Employee;
 - (b) inclusive of annual leave to be taken within the period of the annual work plan with addition to or subtraction from accountable hours where the period of leave to be taken is less than or more than 20 working days;
 - (c) varied as agreed and signed off by both parties accordingly;
 - (d) within the parameters of this Agreement;

- (e) finalised no later than 1 March of the year to which it applies.
- 15.9 To inform the preparation of the work plan, the University will provide each Employee with relevant information including:
- (a) the University's and the work area's overall strategic priorities;
 - (b) anticipated student enrolments in the Employee's program area;
 - (c) any anticipated changes in program delivery, including new programs.
- 15.10 Up to 1748 hours of accountable duties are made up of various components and may vary according to the actual teaching duties hours performed by a teacher. The annual work allocation for a full-time teacher will be based on the following components of work:
- (a) Teaching duties are made up of various components directly related to the teaching and learning program of the Employee's students and/or classes to an annual maximum of 1400 hours, comprising:
 - (i) teaching delivery in-class assessment, face to face, online or by other means, and rostered supervision of students to a maximum of 800 hours; and
 - (ii) preparation, educational program planning and out of class assessment of student work undertaken prior to, during and at the completion of a student's course of study to a maximum of 600 hours.
 - (b) Except in exceptional circumstances that may arise from time to time, every hour of teaching that an Employee is allocated under sub-clause 15.10(a)(i) the Employee will be allocated forty five minutes for purpose of sub-clause 15.10(a)(ii) .
 - (c) 348 hours annually of other related duties that include but are not limited to:
 - (i) institute and regulator compliance;
 - (ii) professional development and industry currency activities;
 - (iii) industry and community engagement;
 - (iv) planning and curriculum content development (if required by the employer);
 - (v) student related administration and support;
 - (vi) maintaining teaching and vocational currency;
 - (vii) program related applied research and innovation; and
 - (viii) other duties including relevant travel and meetings.
- 15.11 For the avoidance of doubt, Employees will be required to participate in the following activities:
- (a) timetabled professional development/teaching and learning activities; and

- (b) approved industry currency activities.
- 15.12 All Employees are responsible to maintain their industry currency and qualifications to the standards required by the relevant regulator. An Employee is required to seek approval from their supervisor one month prior to the commencement of the proposed industry currency activities.
- 15.13 Nothing precludes the University from timetabling industry currency activities in circumstances where an Employee does not make an application pursuant to clause 15.12.
- 15.14 An agreed work plan may be varied at any time to cover temporary teaching duties due to the absence of a teacher. Such duties shall comprise a maximum of 24 hours per year within which no more than three (3) hours per fortnight can be required to be performed. The performance of teaching duties pursuant to this clause shall be considered teaching duties for the purposes of sub-clause 15.10(a).
- 15.15 An agreed work plan may be varied at any time by agreement of the Employee and the University.
- 15.16 In agreeing to the work plan, the University and Employee must consider the following factors as they apply to each type of work outlined in clause 15.10:
- (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.
- 15.17 Where the University and Employee cannot complete an agreed work plan under this clause an initial default work plan will be set by the University that conforms to the following:
- (a) Teaching duties are made up of various components directly related to the teaching and learning program of the Employee's students and/or classes to an annual maximum of 1400 hours, comprising:
 - (i) teaching delivery in-class assessment face to face, online or by other means, and rostered supervision of students to a maximum of 800 hours; and
 - (ii) preparation, educational program planning and out of class assessment of student work undertaken prior to, during and at the completion of a student's course of study to a maximum of 600 hours.
 - (b) Except in exceptional circumstances that may arise from time to time, every hour of teaching that an Employee is allocated under sub-clause 15.17(a)(i) the Employee will be allocated forty five minutes for purpose of sub-clause 15.17(a)(ii).
- 15.18 A work plan may be varied at any time to cover temporary teaching duties due to the absence of a teacher. Such duties shall comprise a maximum of 24 hours per year

within which no more than three (3) hours per fortnight can be required to be performed. The performance of teaching duties pursuant to this clause shall be considered teaching duties for the purposes of sub-clause 15.17(a).

- 15.19 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 completed.

15.20 Disputes about work allocation

All disputes over work allocations are to be raised in accordance with clause 7.

16. Overtime

- 16.1 Overtime means the hours worked at the direction of the University which are:

- (a) in excess of the Employee's ordinary hours of work as contained in the annual work plan up to a maximum of 1748 ordinary hours of allocated duties in accordance with clause 15 (or, for part time Employees, in excess of the Employee's agreed ordinary hours); or
- (b) in excess of 8 hours in a single day in accordance with clause 11.1 unless the hours are in the annual plan referred to in 16.1(a) above; or
- (c) in excess of 38 hours per week in accordance with clause 11.1.

- 16.2 The University may require an Employee to work reasonable overtime and an Employee will not unreasonably refuse to work the overtime.

- 16.3 In determining whether the University's requirement to work overtime is reasonable and the Employee's refusal is unreasonable the criteria following will be considered:

- (a) the reasonableness of the hours to be worked by the Employee taking into account the total of the ordinary hours and the overtime hours;
- (b) any risk to the Employee's health and safety from working the overtime;
- (c) the Employee's personal circumstances, including family responsibilities;
- (d) the needs of the University;
- (e) the notice (if any) given by the University for the Employee to work overtime;
- (f) the notice (if any) given by the Employee of the intention to refuse to work overtime;
- (g) the usual patterns of work at the University;
- (h) the nature of the Employee's role and level of responsibility;

- 16.4 Employees will be paid the following overtime rates, as applicable:

- (a) Monday to Saturday 150% of the ordinary hourly rate for the first 2 hours and 200% thereafter;
- (b) Sunday 200% of the ordinary hourly rate for all hours;

- (c) Public Holiday or substitute day 250% of the ordinary hourly rate for all hours.

17. Time off in lieu of working on VU Open Day

- 17.1 Employees who are directed by their supervisor to work on a VU Open Day will be granted time off in lieu (TOIL) in accordance with this clause 17.
- 17.2 TOIL for hours worked on a VU Open day will be accrued at the rate of two hours of TOIL per hour worked.
- 17.3 All TOIL hours accrued under this clause 17 must be used within 12 months of the date of accrual. For the purposes of this clause 17, the date of accrual will be the date of the VU Open Day on which the Employee worked to accrue an entitlement to TOIL.
- 17.4 An Employee may take accrued TOIL at a time agreed between the Employee and their supervisor. Employees must seek agreement from their supervisor to take accrued TOIL at least 4 weeks before the intended commencement date of their time off.
- 17.5 Accrued TOIL under this clause 17 which is not taken within 12 months of the date of accrual will be lost at the conclusion of the 12-month period.
- 17.6 Any operational issues which may arise relating to TOIL will be governed by local management of each work area, under advice from senior management and in accordance with the terms of this clause 17.

18. Right to Request Flexible Working Arrangements

- 18.1 This clause applies to:
 - (a) full-time or part-time Employees that have been employed for at least 12 months continuous service immediately before making the request; and
 - (b) Casual Employees that have been employed on a regular and systematic basis for at least 12 months immediately before making the request and who have a reasonable expectation of continuing employment on a regular and systematic basis.
- 18.2 An eligible Employee may request a change in working arrangements because of the Employee's circumstances related to where:
 - (a) the Employee is pregnant;
 - (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (d) the Employee has a disability;
 - (e) the Employee is 55 or older;
 - (f) the Employee is experiencing violence from a member of the Employee's family;
 - (g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care

or support because the member is experiencing violence from the member's family.

- 18.3 Without limiting the generality of this clause, an Employee may apply to the University for a temporary adjustment of their time-fraction. The University may agree for a temporary adjustment of the time-fraction applying to the position for a specified period of time having regard to the Employee's reasons and the operational requirements of the University. Reversion to the prior time-fraction will occur at the conclusion of the temporary adjustment unless otherwise agreed between the Employee and the University.
- 18.4 A request for flexible working arrangements in accordance with this clause must be in writing and must set out details of the change sought and the reasons for the change.
- 18.5 The University must give the Employee a written response to the request within 21 days, stating whether the University grants or refuses the request. The request may only be refused on reasonable business grounds. The University can only refuse a request on reasonable business grounds if it has:
- (a) discussed the request with the Employee and genuinely tried to reach an agreement on alternative arrangements to accommodate the Employee's circumstances; and
 - (b) considered the consequences for refusing the Employee's request.
- 18.6 An Employee may dispute the University's refusal to grant a request for flexible working arrangements in accordance with the Dispute Resolution Procedure in clause 7 and with the NES.

PART 5 - SALARY AND CLASSIFICATION STRUCTURE

19. Classification Structure

- 19.1 The classification structure is prescribed in Schedule 2 of this Agreement and applies to Employees only.
- 19.2 Employees will be assigned a classification in accordance with the standards or descriptors specified in Schedule 2 and the positions to which they are appointed. The classification assigned to an Employee must be commensurate with the Employee's relevant qualifications. The Employee must maintain the currency of their qualifications during the period of their employment.

20. Salaries

- 20.1 Employees and Casual Employees covered by this Agreement will be paid in accordance with their classification as specified in Schedule 2 (where applicable), and the applicable rate of pay specified in Schedule 1A or 1B as appropriate.

20.2 Commencing salary

The commencing salary of an Employee will be determined by the University in accordance with Schedules 1A and 1B.

20.3 Incremental progression

On 12 months service annually

- (a) An Employee shall move to the next pay point within the classification structure in accordance with Schedule 2 for a Teacher position up to classification T5.2 after twelve months service, unless clause 20.3(g) applies within the same twelve month period, following a satisfactory performance review which the Employee's supervisor will complete.
- (b) Where an Employee has been absent for a period exceeding three months in aggregate, during any twelve months service, the performance review referred to in sub-clause 20.3(a) may be delayed by the period of the absence. Any resultant increase may also be delayed by the same period.
- (c) For the purposes of sub-clause 20.3(a), a performance review may be considered satisfactory only when the Employee has, over the preceding twelve months service:
 - (i) demonstrated competent performance of annual work plan, in line with the annual performance cycle;
 - (ii) demonstrated evidence of continued industry currency; and
 - (iii) maintained all necessary qualifications and regulatory requirements and/or documentation required in accordance with Schedule 2.
- (d) If the requirements of sub-clause 20.3(c) are not met at the conclusion of the relevant period of twelve months service, the Employee will not progress to the next pay point until such time as the requirements are met and a performance review can be conducted.
- (e) For the avoidance of doubt, the satisfaction of the requirements in sub-clause 20.3(c) outside of the relevant twelve month service period will not automatically entitle an Employee to a performance review and/or progression to the next pay point.
- (f) If at the conclusion of twelve months service, the University determines the Employee does not qualify for progression to the next pay point in accordance with sub-clause 20.3(a), the Employee will be notified in writing and the reasons for this decision will be provided.

On conferral of new qualification

- (g) An Employee shall move to a new pay point equal to their teaching experience and qualifications held within the classification structure for a Teacher position in accordance with Schedule 2 upon conferral of a new qualification and provided they have at this time demonstrated compliance with sub-clause 20.3(i).
- (h) For the purposes of sub-clause 20.3(g), a new qualification:
 - (i) means any academic qualification, title award or similar contemplated by Schedule 2 of this Agreement which is directly relevant to the teaching duties or ancillary duties of the Employee who has attained the qualification;
 - (ii) will be regarded as conferred at the point of successful course completion of all units necessary to attain the qualification and on the provision of an

official academic transcript (or similar, at the University's discretion) which certifies completion;

- (i) At the time the new qualification is conferred, the Employee must also satisfy the University that it has, within the twelve month period preceding the conferral of the new qualification:
 - (i) demonstrated competent performance of annual work plan, in line with the annual performance cycle;
 - (ii) demonstrated evidence of continued industry currency; and
 - (iii) maintained all necessary qualifications and regulatory requirements and/or documentation required in accordance with Schedule 2.
- (j) If on the conferral of a new qualification, the University determines that the Employee does not qualify for progression to a new pay point in accordance with sub-clause 20.3(g), the Employee will be notified in writing and the reasons for this decision will be provided.
- (k) An Employee aggrieved by a decision regarding a progression to a new pay point under either sub-clauses 20.3(a) or 20.3(g) may access the dispute resolution procedures under this Agreement.

21. Higher Duties Allowance

Where an Employee is required by the University to perform the duties of a higher classified position for which the remuneration is higher than that of the Employee's usual position for a period longer than one (1) week, the Employee will be paid that higher remuneration in proportion to the amount of the duties of the higher position performed

22. Salary Packaging

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

23. Superannuation

- 23.1 The University's nominated default superannuation fund for all staff covered under this Agreement only is Aware Super. If a new or current Employee does not choose an alternative complying fund into which to receive employer superannuation contributions, and the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to Aware Super.
- 23.2 For continuing and fixed-term Employees, the University will make 17% employer superannuation contributions on superannuable earnings as follows:
 - (a) 14.5% of ordinary time earnings from the commencement date of this Agreement; and
 - (b) an additional 2.5% of ordinary time earnings on and from the latter of either the:
 - (i) first full pay period of 1 July 2025; or

(ii) commencement date of this Agreement.

- 23.3 For the avoidance of any doubt, superannuation contributions payable under clause 23.2 will reach a cumulative total of 17% of ordinary time earnings only over the life of the Agreement (subject to any legislative requirements).
- 23.4 For Casual Employees, the University will make the minimum employer superannuation contributions as provided for by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 23.5 Existing arrangements will be maintained for those staff members who are members and wish to remain members of "Aware Super" (formally VicSuper), the GSO "Revised Scheme" and the State Government "New Scheme".

24. Total Remuneration Package

- 24.1 Nothing contained elsewhere in this Agreement will preclude the University and an Employee from entering into a written agreement for the payment of a total remuneration package for the Employee.
- 24.2 The total remuneration package will comprise the Agreement salary rate, mandatory superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 24.3 In such cases, the written agreement between the University and the Employee will specify:
- (a) the period for which the agreement will operate;
 - (b) the overall total or flat salary and Employer superannuation contributions to apply; and
 - (c) the relevant Agreement clauses that do not apply;
- provided no agreement will be made that permits the leave entitlements of an Employee to be exchanged for monetary remuneration.
- 24.4 A total remuneration package may not disadvantage an Employee when comparing their total remuneration, inclusive of mandatory superannuation contributions with the salary, mandatory superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 24.5 Prior to entering a written agreement for a total remuneration package, a reasonable period of time will be provided for the University and Employee to consider the proposal and seek advice.

25. Accident Make-Up Pay

- 25.1 Where an absence from duty results from an injury or illness the subject of a claim for compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) or any successor thereto, the Employee is entitled to sick leave on full pay equivalent to any sick leave credits accrued until that claim is assessed and determined.

- 25.2 Where the insurer subsequently accepts liability, the Employee will have any sick leave taken in respect of that injury or illness re-credited.
- 25.3 If an Employee sustains a personal injury or incapacity which is compensable under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or any successor thereto, the Employee will be paid make-up pay to the Employee's actual rate of pay at the time of sustaining the injury/incapacity for a continuous period of 52 weeks or an aggregate of 52 weeks in respect of a particular injury or incapacity.
- 25.4 An Employee is not entitled to access personal leave with pay while receiving payments for the same hours under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or any successor thereto.
- 25.5 The period of time spent on make-up pay will count as service for all purposes as if the Employee had not been injured or suffered an incapacity.

26. Reimbursement of Expenses

- 26.1 The University will reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of their authorised duties. 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. Where an expense exceeds the relevant ATO amount, the University is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, the University will reimburse the actual amount incurred.
- 26.2 Allowable expenses include:
- (a) traveling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location;
 - (b) expenses incurred in the use of private motor vehicles; and
 - (c) any other expenses incurred in the course of the Employee's employment and authorised by the University.
- 26.3 Where, in the course of employment, an Employee is required to use their private motor vehicle, they will be reimbursed kilometre costs subject to obtaining prior approval from the University to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometres and type of vehicle.

PART 6- LEAVE AND PUBLIC HOLIDAYS

27. General Provisions

- 27.1 Unless otherwise expressly stated, an Employee under Part 6 - Leave and Public Holidays will not include a person engaged as a Casual Employee.
- 27.2 Service will not include:
- (a) any period of unpaid leave that is not recognised as continuous service pursuant to section 22 of the Act; or

- (b) for the purpose of long service leave for an Employee other than a Casual Employee, any period that does not count as service pursuant to the pre-reform *TAFE Teachers' Conditions of Employment (Victoria) Award 2002*; or
- (c) for the purpose of long service leave for a Casual Employee, any period that does not count as service pursuant to the *Long Service Leave Act 2018 (Vic)*.

28. Public Holidays and Close Downs

28.1 Employees will be entitled to be absent from work without loss of pay on:

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, Monarch's Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day;
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
- (c) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December;
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday; and
- (e) Labour Day, provided that staff members will be expected to work on Labour Day if they would ordinarily work on that day, and staff members who work on Labour Day are entitled to two days leave in lieu of Labour Day to be taken during the Christmas - New Year close down;
- (f) Any other public holiday or holidays as may be gazetted in addition to, or in lieu of, any of the above days by Government.

28.2 Subject to agreement between the University and an Employee/s, a public holiday other than the day prescribed in clause 28.1 above may be observed. If this occurs, the day agreed becomes the public holiday for the purposes of this clause, and the actual gazetted holiday becomes an ordinary working day. For the avoidance of doubt, all time worked on the gazetted holiday in accordance with this clause will be paid at ordinary time and will not incur an entitlement to penalty rates.

28.3 Close down

- (a) The University will have discretion to implement a close down period in a calendar year, in close proximity to Christmas Day.
- (b) The University will notify Employees no less than three months in advance of its intention to implement a close down period, and will describe those areas that may be exempted from the close down period on operational grounds.
- (c) During a close down period, affected Employees will be required to take annual leave. An Employee who has exhausted their annual leave entitlements must use alternative accrued leave entitlements, or such leave that may be agreed with the University, prior to taking leave without pay.

29. Annual Leave

- 29.1 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year in accordance with the NES.
- 29.2 For each year of service with the University an Employee is entitled to four (4) weeks of paid annual leave, or a pro rata amount for any period of service which is less than a year.
- 29.3 The parties to this Agreement agree that, in order to support staff wellbeing, staff will be encouraged to take their annual leave entitlements within the year that the annual leave accrues.
- 29.4 The taking of annual leave, including leave taken in excess of accrued leave credits, will be subject to the operational requirements of the University and, wherever possible, scheduled at a mutually agreeable time. Requests for leave, including those for a duration of four (4) weeks or single-day absences not exceeding a total of 10 days per annum, will not be unreasonably refused.
- 29.5 Annual leave not taken in accordance with clause 29.3 will be paid in full to the Employee upon expiration or termination of the Employee's employment.
- 29.6 Notwithstanding clauses 29.1 and 29.2, if an Employee's employment is terminated and that Employee has taken more paid annual leave than would have been accrued at the rate of 20 working days per year, the University may recoup the amount of paid annual leave in excess of the leave accrued.

30. Management of excess annual leave

- 30.1 The University will notify an Employee in writing when their accrued annual leave entitlement amounts to 20 days or more (pro rata for part time staff members).
- 30.2 Upon being notified that they have accrued in excess of 20 days of annual leave, the Employee must, within 3 months, make arrangements with their supervisor to take part or all of that leave, in order to ensure the entitlement does not exceed 25 days.
- 30.3 If an Employee does not make arrangements to take part or all of their leave pursuant to this clause, and the annual leave entitlement subsequently exceeds 25 days, the University may direct that Employee to take annual leave.

31. Cashing out of annual leave

- 31.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- 31.2 The University and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- 31.3 An agreement to cash out annual leave must state:
 - (a) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (b) the date on which the payment is to be made.

31.4 An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks. The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

31.5 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks.

32. Annual Leave Loading

32.1 An annual leave loading of 17.5% of four weeks of paid annual leave will be paid to full-time Employees. The loading will be paid in December of each year, rather than as annual leave is taken.

32.2 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to annual leave loading on a pro rata basis.

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

33. Personal/Carer's Leave

33.1 Where an Employee is absent from duty by reason of personal illness or injury, or is required to provide care and support for an Employee's Immediate Family Member or a member of the Employee's household who is ill, injured or requires care and support due to an unexpected emergency, personal/carers leave at the ordinary rate of pay will be granted in accordance with the NES and the following provisions:

- (a) personal/carers leave will be accrued at the rate of 1.25 days per month upon commencement up to a maximum of 15 days per year (on a pro-rata basis for part-time Employees).
- (b) The University may grant additional paid leave in advance of accruing an entitlement.
- (c) Notwithstanding sub-clause 33.1(a), if an Employee's employment ends for any reason and that Employee has taken more paid personal/carers leave than would have been accrued pursuant to this clause, the University may recoup the amount of paid personal/carers leave in excess of the leave accrued from any amounts owing to the Employee.
- (d) Unused personal/carers leave will be cumulative.
- (e) Where practicable, an Employee will inform their supervisor of their inability to attend for duty in accordance with clause 33.1 as soon as practical, and state the estimated duration of absence, to ensure alternate arrangements can be made.
- (f) An Employee will provide reasonable evidence to the University in respect to the Employee's inability to attend for duty in accordance with clause 33.1 on the day or days for which personal/carers leave is claimed. The provision of a medical certificate from a registered health practitioner with respect to such illness or injury will be taken to satisfy the requirements of this clause providing that where the absence is due to the need to care for an ill or injured Immediate

Family Member or household member, the medical certificate must state that the illness or injury is such as to require care by the Employee.

- (g) An Employee will not be required to provide a medical certificate for absences of five (5) days in a calendar year, provided that the University may require a certificate or other satisfactory evidence for absences of three (3) or more consecutive days.
- (h) Continuous personal leave with pay shall not be granted to an Employee for any period exceeding 6 weeks, until a registered health practitioner nominated by the University (which may include the Employee's treating practitioner) certifies that the leave is necessary.
- (i) Where an Employee is continuously absent from duty because of personal illness beyond a period of 6 weeks, the Employee will not be permitted to return to duty until a registered health practitioner nominated by the University (which may include the Employee's treating practitioner) certifies fitness to return to duty.

33.2 A public holiday observed during any period of personal leave taken by an Employee will not be regarded as part of the personal/carer's leave.

33.3 If the period during which an Employee takes personal leave includes a period of paid family and domestic violence leave, the Employee is taken not to be on personal leave for the period of that paid family and domestic violence leave.

33.4 Where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The University and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion providing the requirements of sub-clauses 33.1(e) and 33.1(f) are met.

33.5 A Casual Employee will be entitled to unpaid carer's leave for each occasion on which the Employee is required to provide care and support of an ill member of the Employee's Immediate Family Member or household member, provide the requirements of sub-clauses 33.1(e) and 33.1(f) are met.

34. Compassionate Leave

34.1 Upon satisfactory evidence, Employees are entitled to up to three (3) days of compassionate leave for each occasion when a member of the Employee's Immediate Family Member or household member:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) a baby in the immediate family or household is stillborn; sustains a personal injury that poses a serious threat to their life; or
- (c) dies; or
- (d) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

34.2 Additional leave with or without pay will be granted where it is considered by the University that the leave provided by clause 34.1 is inadequate having regard to the circumstances.

34.3 A Casual Employee will be entitled to unpaid compassionate leave on account of the occasions specified under clause 34.1.

35. Emergency Response Leave

35.1 An Employee who engages in a voluntary emergency management activity may be granted up to 38 hours' paid leave for the reasonable duration of the activity, provided that the Employee's absence is reasonable in the circumstances. Additional leave without pay (or with pay at the discretion of the University) will be granted where the need is of such a magnitude as to warrant special consideration.

35.2 This provision will apply to Casual Employees who would have continued to be engaged but for the voluntary emergency management activity. For this type 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.

35.3 Leave under clause 35 will only be granted for activities with a recognised emergency management body as defined in the NES, including the Country Fire Authority, State Emergency Service, Coast Guard and St John Ambulance.

36. Court Attendance Leave

36.1 An Employee required to appear and serve as a juror in any court shall be granted leave at the ordinary rate of pay for the period during which the attendance of the Employee at court is required.

36.2 An Employee under a subpoena or order, shall be entitled to attend the relevant jurisdiction as part of their official duties, without loss of pay.

36.3 To obtain approval for leave under this clause, a leave application must be supported by a copy of the certification that the Employee has attended the court.

37. Long Service Leave

37.1 Subject to clause 39, Employees will be entitled to long service leave after seven (7) years' continuous service at the University at the rate of 1.3 weeks for each completed year of service and at the rate of 1.3 weeks for every additional year of completed service thereafter. Such leave will be on full pay provided that the Employee may elect to convert all or part of the period of entitlement to double the period by taking leave on half pay.

37.2 Subject to meeting the requirements of clause 37.7, where on the termination of employment payment is made in lieu of long service leave accrued but not taken, the amount of such pay will be computed on a daily basis equivalent to 1.3 weeks per annum.

37.3 For the purpose of determining an Employee's entitlement to long service leave, the following will not count as service:

- (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 to

payment in lieu by a previous employer. Provided that for the purpose of satisfying the time requirement in clause 37.1, such service will be recognised.

- (b) Any period of service with an authority or institution specified in clause 37.4 which preceded a break of more than 12 months in the Employee's continuous employment.
- (c) Any period of Casual service with an authority or institution specified in clause 37.4.

37.4 Subject to clause 37.3, for the purpose of determining an Employee's entitlement to long service leave employment at any of the following authorities or institutions will count as service:

- (a) another Victorian TAFE institute or university; or
- (b) any other previous employer as may be agreed between the Employee and the University at the time of the Employee's appointment.

37.5 Subject to clause 37.3, an Employee will be entitled to have service with previous employers of the Employee as provided in clause 37.4 recognised for the purpose of determining the long service entitlement of the Employee provided that:

- (a) An Employee will make any claim for recognition of prior service within six (6) months of the date of appointment. For the purpose of this clause 37, a renewal or extension of a fixed-term contract does not constitute a new appointment. The University will, as soon as possible after the date of the Employee's appointment but no later than 12 months from that date, notify the Employee in writing as to the amount of prior service recognised for long service leave purposes.
- (b) In the case of any Employee employed on or after 30 August 1994 the amount of service with previous employers recognised for long service leave purposes will not exceed 10 years.

37.6 Where a public holiday occurs during the period that an Employee is absent on long service leave no deduction will be made for that day from the long service leave credits of the Employee.

37.7 An Employee, or where applicable their legal representative, will be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:

- (a) the employment of the Employee terminates after seven (7) years or more service;
- (b) after four (4) years' service with the University the Employee is retrenched, retires on the grounds of age or ill health, or the Employee dies.

37.8 An Employee granted long service leave will be paid the following rate of pay:

- (a) where the Employee's service has been constant on a full-time or part-time basis, the leave will be paid at the Employee's ordinary rate of pay;

- (b) where the Employee's service has been other than constant, the leave will be paid at a rate of pay based on the Employee's mean average fraction calculated over the total period of service;
- (c) where the Employee's service consists of both full-time and part-time service, the leave will be paid at the rate proportional to the amount of such full-time and part-time service.

38. Long Service Leave Management

- 38.1 Long service leave is to be taken at a mutually agreeable time having regard to the operational requirements of the University provided that a minimum of 6 months' notice of taking leave must be provided unless otherwise agreed between the University and the Employee. Subject to the required notice being provided, leave will not be unreasonably refused.
- 38.2 Where an Employee has accrued in excess of 20 weeks' long service leave the University may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:
- (a) the University and Employee, through discussion, may agree that the Employee will take leave which would reduce the balance to an agreed level; and
 - (b) in the absence of an agreement, the University may direct the Employee to take leave at a particular time that would reduce the long service leave credit to an acceptable level below 13 weeks at the time the leave period has concluded.

39. Casual Long Service Leave

- 39.1 In accordance with the Act, service with the University as a Casual Employee from 1 January 2010 which meets the requirements of the *Long Service Act 2018* (Vic) will count as service with the University for long service leave under this Agreement.
- 39.2 Service with the University as a Casual Employee prior to 1 January 2010 will not count as service with the University for calculating any long service leave entitlements or qualifying periods.
- 39.3 Prior employment with other employers (including those listed in clause 37.4) will not count towards the calculation of a Casual Employee's service or entitlement to long service leave.
- 39.4 Casual Employees are otherwise entitled to long service leave in accordance with clause 37.

40. Parental Leave

- 40.1 Staff members are entitled to parental leave in accordance with the NES. The benefits in the following table are supplementary to, but do not extend, the initial period of 52 weeks' parental leave:

Purpose of Leave	Application and Eligibility	Leave Entitlement
------------------	-----------------------------	-------------------

Primary carer's leave For the:	A birthing parent or Primary Care Giver of a child having continuous service with the University of:	
<ul style="list-style-type: none"> • Birth and care of a child; • Care of an adopted child less than 16 years of age, who is not the birth child of the staff member and who has not lived continuously with the staff member for six months or longer; or 	less than 12 months at the date of expected birth or placement	Leave for up to a continuous period of 52 weeks comprising <ul style="list-style-type: none"> • one week of paid leave for each completed month of service which may be taken on half pay for double the eligible period, • plus unpaid leave for the remainder of the 52 week period.
<ul style="list-style-type: none"> • has an Indigenous Australian Kinship caring arrangement of a child under school age 	12 months or more at the date of expected birth or placement.	Leave for up to a continuous period of 52 weeks comprising: <ul style="list-style-type: none"> • 14 weeks paid parental leave; • For the birthing parent or adoptive parent, the Bonus Parental Leave as prescribed under clause 40.12; and
	A Casual staff member who has <ul style="list-style-type: none"> • been employed by the University on a regular and systematic basis a sequence of periods of employment during a period of at least 12 months; and • but for the birth or placement of the child (as appropriate) or any entitlement to special maternity leave would have a reasonable expectation of continuing employment with the University on a regular and systematic basis 	Up to 52 consecutive weeks of unpaid parental leave

Concurrent partner leave Birth or adoption of a child by a spouse or partner of a staff member	A staff member, other than a Casual, who is a spouse or partner of a birthing parent or Primary Care Giver.	6 weeks paid leave plus 6 weeks unpaid leave
--	---	--

40.2 A staff member intending to access parental leave must make a written application at least eight weeks prior to commencing leave. The application must include:

- (a) Notice of the intended start and end dates of parental leave;
- (b) Proof of the expected date of birth or placement;
- (c) For leave other than for the birthing parent, evidence to the satisfaction of the University that the staff member will be the primary caregiver (if applying to take primary carer's leave); and
- (d) Evidence about the matters set out at clause 40.4 to the satisfaction of the University.

40.3 The period of parental leave must commence:

- (a) For a birthing parent, no earlier than 14 weeks prior to the expected date of birth and no later than the expected date of birth;
- (b) In any other case, no earlier than the expected date of birth or placement of the child and must end during the 24 - month period starting on the date of birth or placement of the child.

40.4 A staff member's entitlement to paid parental leave under this clause 40 is proportionally reduced by any period of:

- (a) paid parental leave, other than paid concurrent partner leave, taken by their partner in respect of birth or adoption of the same child (whether or not their partner works for the University); and
- (b) paid concurrent partner leave taken by the staff member in respect of birth or adoption of the same child.

40.5 A staff member may use annual leave or long service leave during any period of unpaid parental leave.

40.6 Any period of unpaid parental leave not exceeding 52 weeks will count as service for all purposes. Any period of unpaid parental leave exceeding 52 weeks will not count as, but will not break, continuity of service.

40.7 Paid parental leave will be paid at the staff member's substantive salary at the date they commence paid parental leave, excluding all loadings or payment of a temporary nature, and excluding any changes to time fraction in the prior nine month period.

40.8 A staff member who is at least 20 weeks pregnant and whose pregnancy terminates by miscarriage or results in a stillborn child is entitled to a maximum paid entitlement of 14 weeks parental leave. A medical certificate must be provided at the time of application.

40.9 **Extension of parental leave**

- (a) A staff member may apply to extend the period of parental leave up to an additional 52 weeks of unpaid leave.
- (b) A staff member may use other paid leave in this period, including accrued but unused annual leave and long service leave.
- (c) Where a staff member requests an extension, the total period of parental leave (including paid and unpaid parental leave, and other types of leave) should not extend beyond a maximum 24 months from the commencement of parental leave.

40.10 Where an application to extend the period of parental leave is refused, the University will after genuine discussion with the staff member, provide the staff member with a written explanation of the reasons for refusal no later than 21 days following the date of the request.

40.11 **Returning to Work**

- (a) At the expiry of the approved period of parental leave the staff member will have the right to resume work in the position they held prior to taking parental leave. In circumstances where the staff member's duties or time fraction had changed as a result of the pregnancy, the staff member has the right to return to the position they held prior to such changes.
- (b) At least four weeks' written notice of the intention to return to work or a request an extension of the original leave must be given.
- (c) Subject to the notice requirements at sub-clause 40.11(b) above, a staff member returning from a period of parental leave has the right to request a change in their working arrangements, including a reduced time fraction, in accordance with clause 18. If the University declines such a request, written reasons for the request will be provided.

40.12 **Bonus Parental Leave**

- (a) The Bonus Parental Leave may be taken by the birthing parent or adoptive parent as:
 - (i) 22.8 weeks' paid leave; or
 - (ii) 38 weeks' leave at 60% of pay.
- (b) A staff member who applies to take the Bonus Parental Leave will be required to enter into a written agreement with the University requiring them to return to work for a period:
 - (i) equivalent to the value of the Bonus Parental Leave; or
 - (ii) of 12 months continuous service, whichever is the lesser.

- (c) In the event where the staff member fails to return to work for the period agreed at sub-clause 40.12(b) unless the staff member's employment was terminated due to redundancy in accordance with clause 50 the staff member will be required to repay the University the outstanding balance.

40.13 Fixed-term staff members

- (a) A staff member employed on a fixed-term contract will be entitled to parental leave as provided in clause 40.1.
- (b) Subject to clause 40.7 and sub-clause 40.13(c), a fixed-term staff members' entitlement to parental leave (paid and unpaid) shall not extend beyond the period for which they have been engaged as a fixed-term staff member.
- (c) A staff member who is on parental leave at the time the fixed-term contract expires and is subsequently offered and accepts a further fixed-term contract of employment, will retain their entitlement to the balance of the parental leave.

40.14 Subsequent applications for paid parental leave

- (a) Where a staff member has previously taken the Bonus Parental Leave and wishes to take a subsequent period of paid parental leave, the following shall apply:

Period of return to work from the last period of paid and/or unpaid parental leave	Entitlement
Less than 2 years	<p>The maximum parental leave provided under clause 40.1, being leave for up to a continuous period of 52 weeks comprising:</p> <ul style="list-style-type: none"> • 14 weeks of paid parental leave; • unpaid leave for the balance of the 52 week period.
2 years or more	<p>The maximum parental leave provided under clause 40.1, being leave for up to a continuous period of 52 weeks comprising:</p> <ul style="list-style-type: none"> • 14 weeks paid parental leave; • For the birthing parent or adoptive parent, the Bonus Parental Leave as prescribed under clause 40.12; and • unpaid leave for the balance of the 52 week period.

41. Special Leave

The Senior Officer for People and Culture or nominee or the Senior Officer for Vocational Education or nominee, may grant an Employee other paid or unpaid personal leave where the Employee is experiencing difficult personal circumstances. This includes but is not limited to situations of Family and Domestic Violence. An Employee seeking Special Leave can do so individually or through their Representative.

42. Situations of Family and Domestic Violence

42.1 For the purposes of this clause:

(a) **"family member"** means:

- (i) former or current partner/spouse;
- (ii) an Immediate Family Member; or
- (iii) a person related to an Employee according to Aboriginal or Torres Strait Islander kinship rules; and

(b) **"family and domestic violence"** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

42.2 The University recognises that some of its staff may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work. The University is committed to providing support to staff that experience family and domestic violence.

42.3 An Employee who is a victim of family and domestic violence may apply for a maximum of 20 days, for an Ongoing and Fixed-term Employee and a maximum of 10 paid days for a Casual Employee, of paid family and domestic violence leave in any calendar year to attend to personal matters arising from the family and domestic violence. This leave is non-cumulative. Nothing in this clause limits the right of an Employee to also take any other forms of paid or unpaid leave, to which the Employee is entitled.

42.4 Evidence in support of a request to take family and domestic violence may be required by the University. This may be in the form of a document issued by the police service, a court, a medical practitioner, community or government agency, or a counselling professional or a statutory declaration from the Employee.

43. Religious Leave

43.1 An Employee may nominate, on an annual basis, specific days which that Employee wishes to take as religious leave, provided that:

- (a) subject to normal operating requirements, the University will not unreasonably refuse the grant of that leave as unpaid leave;
- (b) applications from Employees who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion will be dealt with under clause 44 of this Agreement.

43.2 An Employee may be required to provide reasonable evidence, such as a statutory declaration, in support of their request for religious leave.

44. Aboriginal and Torres Strait Islander Leave

44.1 Staff members who identify and are accepted as members of Aboriginal or Torres Strait Islander communities will have access to ten days of paid leave per calendar year as follows:

- (a) a maximum of five days, and for the purpose of fulfilling ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies; and
 - (b) the remaining five days, subject to the approval of the University, to prepare for or attend community organisation business, National Aboriginal and Islander Day Observation Committee (NAIDOC) Week functions, or other relevant cultural events.
- 44.2 Staff members may also access up to ten additional days of unpaid leave per calendar year to fulfil obligations described at sub-clause 44.1(a), subject to approval from the University.
- 44.3 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

45. Defence Reserve Service Leave

- 45.1 Leave of absence without loss of pay may be granted for two (2) weeks in any year to an Employee who is a voluntary member of the Australian Defence Force Reserve for the purpose of attending annual training and a further four (4) days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned.
- 45.2 Applications for paid military leave shall be submitted for approval to the University and satisfactory evidence of attendance at the annual training, shall be forwarded on resumption of duty.

46. Sabbatical Leave

- 46.1 On application, the University may grant an Employee sabbatical leave of one (1) year every five (5) years on 80% salary subject to the Employee agreeing to have their annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with the University covering the terms and conditions of the sabbatical leave.
- 46.2 Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.
- 46.3 Sabbatical leave shall count as service for all purposes.

47. Gender Affirmation Leave

The entitlement to Gender Affirmation Leave is set out in this table:

Entitlement	Eligibility	Notice & Evidence
Up to 30 days' paid leave over the course of the staff member's employment.	Staff (except for casual staff) for the purposes of undertaking the process to socially and/or physically feel more aligned with their gender. This may include social affirmation, medical	<ul style="list-style-type: none"> The Employee will request to their supervisor to take Gender Affirmation Leave prior to the absence as early as reasonably

	affirmation or legal affirmation as defined in University policy and procedure.	<p>practicable. The request is to include estimated length of the absence.</p> <ul style="list-style-type: none"> • The University may require reasonable evidence in support of a request.
--	---	--

48. Purchased Leave

- 48.1 Subject to clause 48.4 and with the University's agreement, a continuing full time staff member may elect to purchase between 1 and 4 additional weeks of leave in a calendar year. If a request to purchase additional leave is granted, the staff member's salary will be reduced on a pro rata basis to reflect the number of hours purchased, subject to the staff member continuing to work 38 ordinary hours per week when not on leave.
- 48.2 Staff members who enter into a purchased leave arrangement will retain prior benefits accrued to date and will accrue benefits at the approved fractional rate for the period of the purchased leave arrangement. The arrangement will be reviewed at the end of each calendar year.
- 48.3 Where a staff member has entered a purchased leave arrangement under this clause and their employment terminates, the University will either provide additional payment or recoup payment, so that the staff member is paid for duties actually carried out up to the date of termination.
- 48.4 The University may refuse a request for a purchased leave arrangement where it has reasonable business grounds to do so, having regard to, but not limited by, the following factors:
- (a) any other flexible work arrangements under which the staff member is currently working or proposes to work;
 - (b) whether the University would be required to change the working arrangements of other staff members to accommodate the proposed purchased leave arrangement;
 - (c) whether the purchased leave arrangement requested by the staff member would be likely to result in a significant loss in efficiency or productivity for the relevant College and/or Department of the University; and/or
 - (d) whether the proposed purchased leave arrangement requested by the staff member would be likely to have a significant negative impact on student support and/or other University services.
- 48.5 Where a relevant Supervisor refuses a request for a purchased leave arrangement a written explanation of the circumstances must be provided to the staff member.

PART 7 - ENDING EMPLOYMENT

49. Termination of Employment

- 49.1 Except where expressed otherwise at clauses 49.3 and 49.5 the employment of an Employee (other than a Casual Employee) will not be terminated without four weeks' notice (inclusive of the notice required under the NES). The University may, at its discretion, provide the Employee with payment in lieu of all or part of the notice period.
- 49.2 The University will increase the notice period provided at clause 49.1 by one week if the Employee is over 45 years old and has completed at least five years of continuous service with the University at the end of the day the notice is given.
- 49.3 No notice of termination is required where the employment of a fixed-term Employee comes to an end at the expiration of the term of their employment contract. The employment of a fixed term Employee may be terminated prior to the expiration of the term of the employment contract for serious misconduct, or an inability to meet the inherited requirement of their position by giving notice in accordance with this clause.
- 49.4 Where a course, previously scheduled, is cancelled because of the failure of students to attend, or to notify the University that they would not be attending, or because the University is otherwise made aware that the course will be undersubscribed and therefore have to be cancelled, and the University cannot give four weeks' notice of termination of an Employee (including a Fixed Term Employee), notice of at least two weeks will be given (provided that at least the minimum notice period required by the NES must be given).
- 49.5 The notice of resignation required to be given by an Employee is the same as that required of the University except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 49.6 If an Employee fails to give the notice specified in clause 49.5, the University may withhold from any monies due to the Employee on termination under this Agreement or the NES one weeks' pay.
- 49.7 Where the University has given notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with their supervisor.
- 49.8 This clause 49 does not apply where the employment of the Employee is terminated on the grounds of serious misconduct.

50. Redundancy

- 50.1 The University will convene meetings of potentially affected employees. The University will determine those Employees in excess of its requirements taking into account the following criteria:
- (a) The required qualifications, skills and abilities between Employees as required for the continuing operation of the program; and
 - (b) Any special qualifications or aptitude for the position/s continuing to be required to be performed by the University; and

- (c) Any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered as excess to requirements.

- 50.2 An Employee who is to be made redundant may choose to work through all or part of the notice period or be paid in lieu of part or all of the notice period. The University must assume that the Employee will be working through the notice period until the Employee notifies the University to the contrary.
- 50.3 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 50.4 An Employee, other than a Casual Employee or Fixed Term Employee, shall be paid redundancy pay in addition to notice of termination in the event that their employment ends because their position is excess of the requirements of the University. The amount of the redundancy pay, calculated on the basis of the Employee's ordinary rate of pay, equals:

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

51. Transfer of Business

The provisions of this clause are not applicable where the business or part of the business of the University is transferred from the University (in this clause called the

transferror) to another employer (in this clause called the **transferee**), in any of the following circumstances:

- (a) Where the Employee accepts employment with the transferee which recognises the period of continuous service which the Employee had with the transferror and any prior transferror to be continuous service of the Employee with the transferee; or
- (b) Where the Employee rejects an offer of employment with the transferee
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transferror; and
 - (ii) which recognises the period of continuous service which the Employee had with the transferror and any prior transferror to be continuous service of the Employee with the transferee.

52. Voluntary Early Retirement

52.1 The University may invite Employees to apply for voluntary early retirement on the following terms:

- (a) all full-time or part time continuing Employees are eligible to apply;
- (b) the University, retains the discretion to approve or not approve any application, having regard to its staffing needs;
- (c) approved Employees receive a lump sum benefit of a minimum of two weeks' salary for each year of service, with a maximum payment of 10 weeks' salary. This benefit is additional to the Employee's other entitlements on retirement.

52.2 Notwithstanding clause 52.1 above, the University may invite applications for early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with clause 52.1 provided that any lump sum benefit will be calculated at a minimum rate of two weeks' salary for each year of service, but with no obligation upon the University to pay beyond a maximum of 10 weeks' salary.

PART 8 - OTHER MATTERS

53. Union Rights

53.1 For the purposes of this clause 53, "eligible staff members" means members and persons eligible to be members of the representative's organisation who are employed by the University.

53.2 Role of Workplace Representatives

- (a) Union representatives may represent the industrial interests of eligible staff members who wish to be represented by the Union representative.
- (b) Union representatives shall be allowed the necessary time during working hours to conduct discussions with staff members in their area or the University's representative(s) on matters affecting staff members in their area.

- (c) Union representatives may communicate with eligible staff members for the purpose of representing their industrial interests during working hours or work breaks, or before or after work.
- (d) A University employee who is a representative of the Union shall have the right to post any official notice of the Union in each staff room of the University; and to distribute any official notice of the Union to members in each section or department of the University.

53.3 Obligations of Workplace Representatives

- (a) When acting in accordance with this clause 53, Union representatives employed by the University must comply with all workplace duties and responsibilities, including:
 - (i) complying with the reasonable policies and procedures of the University, including codes of conduct, requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (ii) not hinder, obstruct or prevent the normal performance of work; and
 - (iii) not hinder, obstruct or prevent eligible staff members exercising their rights to freedom of association.

53.4 Leave for Attending Proceedings under the Act

- (a) Leave of absence shall be granted to staff members who are affected by any relevant proceedings under the Act on the following conditions:
 - (i) Leave of absence shall not be granted to more than two affected staff members or, where the affected staff members choose, a Representative, at any one time in respect of any one such proceeding;
 - (ii) Leave of absence for conduct of a case shall be with full pay;
 - (iii) Leave of absence for preparations of a case shall be without pay and shall not exceed three months in any twelve months.

53.5 Training in Industrial Relations and Dispute Resolution

- (a) The University will grant up to five days of paid leave per year to a staff member for the purpose of attending courses or seminars concerning University staffing matters, industrial relations, or dispute resolution, provided:
 - (i) The operating requirements of the University must permit the granting of such leave and the absence must not require the employment of casual staff or the working of overtime. Notwithstanding, approval must not be unreasonably withheld;
 - (ii) The scope, content and level of the courses must be such as to contribute to a better understanding on industrial relations.
 - (iii) Any union training leave that is unused in any calendar year will not accrue.

- (iv) Applications for leave to attend training are made on reasonable notice prior to the commencement of the leave.
- (b) Applications for leave must be accompanied by a statement from the training provider setting out how the training satisfies the provisions of sub-clause 53.5(a). Leave granted for these courses will count as service for all purposes.

53.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The University will provide the Union representative access to:
 - (i) a room to hold discussions that is fit for purpose, private and accessible by the Union representative and eligible staff members;
 - (ii) a physical noticeboard;
 - (iii) access to Wi-Fi and electronic means of communication ordinarily used in the workplace by eligible staff members;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment, including printers, scanners and photocopiers.
- (b) This clause 53.6 does not require the University to provide a Union representatives(s) with access to electronic means of communication in a way that provides individual contact details for eligible staff members.

53.7 Entitlement to reasonable communication

- (a) A Union representative may communicate with eligible staff members for the purpose of representing their industrial interests under clause 53.2. This includes discussing membership of the Union representative's organisation and representation with eligible staff members.
- (b) A Union delegate may communicate with eligible staff members during working hours or work breaks, or before or after work.

54. Right to Disconnect

- 54.1 The Right to Disconnect will be as per s 333M of the Act.

SCHEDULE 1A - SALARIES

Note: These figures have been calculated by carrying over decimal places from the applicable rates of pay under the *Victoria University Vocational Teacher Enterprise Agreement 2019*.

Classification Structure	Current full-time salary	Salary increase 4%	Salary increase 2%	Salary increase 1.5%	Salary increase 3.5%	Salary increase 3.5%	Salary increase 3.5%	Salary increase 3%
		First full pay period on or after 1 March 2024 (Paid administratively)	First full pay period on or after 1 December 2024 (Paid administratively)	First full pay period on or after a successful vote in favour of the Enterprise Agreement	First full pay period on or after 1 December 2025	First full pay period on or after 1 December 2026	First full pay period on or after 1 December 2027	First full pay period on or after 1 December 2028
SE4	\$119,302	\$124,074	\$126,556	\$128,454	\$132,950	\$137,603	\$142,419	\$146,692
SE3	\$115,873	\$120,508	\$122,918	\$124,762	\$129,129	\$133,648	\$138,326	\$142,475
SE2	\$112,545	\$117,047	\$119,387	\$121,178	\$125,419	\$129,809	\$134,352	\$138,383
SE1	\$109,214	\$113,583	\$115,854	\$117,592	\$121,708	\$125,968	\$130,376	\$134,288

T6	\$109,214	\$113,583	\$115,854	\$117,592	\$121,708	\$125,968	\$130,376	\$134,288
T5.2	\$105,885	\$110,120	\$112,323	\$114,008	\$117,998	\$122,128	\$126,402	\$130,194
T5.1	\$101,957	\$106,035	\$108,156	\$109,778	\$113,621	\$117,597	\$121,713	\$125,365
T4.2	\$98,030	\$101,951	\$103,990	\$105,550	\$109,244	\$113,067	\$117,025	\$120,536
T4.1	\$92,125	\$95,810	\$97,726	\$99,192	\$102,664	\$106,257	\$109,976	\$113,275
T3.2	\$89,757	\$93,347	\$95,214	\$96,642	\$100,025	\$103,526	\$107,149	\$110,364
T3.1	\$83,505	\$86,845	\$88,582	\$89,911	\$93,058	\$96,315	\$99,686	\$102,676

SCHEDULE 1B - CASUAL RATES

Casual Employees will be paid at the applicable hourly rate as set out below. The below Casual rates are inclusive of a 25% loading. The Casual teaching rate of pay consists of 1 hour of teaching delivery and 0.5 hour of preparation/correction duties:

Note: From the commencement date of this Agreement, the base rate used to calculate the casual rate is the T4.1 rate under this Agreement. Percentage increases reflected in the below table have been made on this basis.

Casual Classification	Current hourly rates	Salary increase 4%	Salary increase 2%	Salary increase 1.5%	Salary increase 3.5%	Salary increase 3.5%	Salary increase 3.5%	Salary increase 3%
		First full pay period on or after 1 March 2024 (Paid administratively)	First full pay period on or after 1 December 2024 (Paid administratively)	First full pay period on or after a successful vote in favour of the Enterprise Agreement	First full pay period on or after 1 December 2025	First full pay period on or after 1 December 2026	First full pay period on or after 1 December 2027	First full pay period on or after 1 December 2028
Teaching Duties	\$83.56	\$86.90	\$88.64	\$95.01	\$98.34	\$101.78	\$105.34	\$108.50
Non-Teaching Duties	\$56.79	\$59.06	\$60.24	\$61.15	\$63.29	\$65.51	\$67.80	\$69.83

SCHEDULE 2 - CLASSIFICATION STRUCTURE

VCE Transition/Education Teachers are required to have VIT registration and are to comply with curriculum regulatory requirements.

Incremental progression from Teacher 3.1 to Teacher 5.2 is subject to achieving satisfactory performance, current industry experience, and meeting key performance indicators as set out in the work plan and is in line with the annual performance cycle which commences on 1 January and ends 31 December.

There is no incremental progression beyond Teacher 5.2.

Leadership Stream			
Classification	Teaching and Management Qualification Requirement	Educational and Practical Experience	Industry Qualification Requirements
Senior Educator 4	<p>(AQF5 or above) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Diploma or higher in leadership or management or</p> <p>A Graduate Certificate or, a Diploma of Leadership Management</p>	<ul style="list-style-type: none"> • Practical experience and qualifications; extensive management experience and leadership capabilities dealing with multiple program areas • Leading innovation and strategic practices • Appropriate industry currency • Demonstrated capacity to manage a large functional unit with a diverse or complex set of functions and significant resources and delivery. Above what is normally expected to be managed by an SE3 • Demonstrated capacity to conceptualise develop and review major professional 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Current industry knowledge that is directly relevant to the areas under management and assessment being provided and in accordance with the principles described at clauses 15.11-15.13. Current knowledge and skills in vocational training and learning, that informs training and assessment, managing teams and programs in the VET sector and/or adult learning</p>

		<p>management or administrative policies at the corporate level</p> <ul style="list-style-type: none"> • Significant high level creative planning and strategic management functions • Conceptualise, develop and review policies, objectives and strategies involving high level liaison with internal and external clients • Represent the University both internally and externally in a range of government and industry contexts, both locally and internationally. 	
Senior Educator 3	<p>(AQF5 or above) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Diploma or higher in leadership or management</p> <p>or</p> <p>A Graduate Certificate or, a Diploma of Leadership Management</p>	<ul style="list-style-type: none"> • Practical experience and qualifications; extensive management experience and leadership capabilities • Leading innovation and strategic practices • If teaching, appropriate industry currency • Demonstrated capacity to manage a large functional unit with a diverse or complex set of functions and significant resources • Demonstrated capacity to conceptualise develop and review major professional management or administrative policies at the corporate level 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Current industry knowledge that is directly relevant to the areas under management and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment, managing teams and programs in the VET sector and/or adult learning</p>

		<ul style="list-style-type: none"> • Significant high level creative planning and management functions • Conceptualise, develop and review policies, objectives and strategies involving high level liaison with internal and external clients 	
Senior Educator 2	<p>(AQF5 or above) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p> <p>Diploma or higher in leadership or management</p>	<ul style="list-style-type: none"> • Experience in operational management and coordination • High level educational leadership requiring extensive management and/or teaching skills • Capacity to manage educational and business activities and services or a large and complex organisational unit • If teaching, appropriate industry currency • Make policy recommendations and implement programs • Capacity to manage program development and implementation, whilst providing strategic advice on policy requirements both internal and external • Demonstrated capacity to assist in the management of a large functional unit with a diverse set of complex set of functions and significant resources 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Current industry knowledge that is directly relevant to the areas under management and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment, managing teams and programs in the VET sector and/or adult learning</p>

Senior Educator 1	<p>(AQF5 or above) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p> <p>Diploma or higher in adult education training</p>	<ul style="list-style-type: none"> • Industry currency that is directly relevant to the leadership role undertaken • Operational management and coordination or leadership capacity • Demonstrated ability to supervise an organisational unit and perform high level specialist educational functions 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Current industry knowledge that is directly relevant to the areas under management and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment, managing teams and programs in the VET sector and/or adult learning.</p>
Teacher 6	<p>(AQF5 or above) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p> <p>Diploma or higher in adult education training</p>	<p>6 years of VET teaching experience in an adult learning environment</p> <ul style="list-style-type: none"> • Coordinate and lead the review of a program and the implementation of changes in design, teaching practices and course review • Coordinate and support staff • Oversee quality and compliance • Lead course design adaptation • Review processes and develop new products 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment</p>

		<ul style="list-style-type: none"> Make modifications to existing products and demonstrable ability to lead 	
Teacher Stream			
Classification	Teaching Qualification Requirement	Educational and Practical Experience	Industry Qualification Requirements
Teacher 5.2	<p>(AQF5) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p>	<p>6 years of VET teaching experience in an adult learning environment</p> <p>Proven capacity to coordinate and support staff, lead student progress matters and to drive departmental responsibilities</p>	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment</p>
Teacher 5.1	<p>(AQF5) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p>	<p>5 years of VET teaching experience in an adult learning environment</p> <ul style="list-style-type: none"> Proven capacity to coordinate and support staff, lead student progress matters and to drive departmental responsibilities. Incremental progression subject to satisfactory performance of work plan and key performance indicators 	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment</p>

Teacher 4.2	<p>(AQF5) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p>	<p>4 years of VET teaching experience in an adult learning environment</p> <p>Incremental progression subject to satisfactory performance of work plan and key performance indicators</p>	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment</p>
Teacher 4.1	<p>(AQF5) or Higher education related with practicum and a focus on adult education and methodologies</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p>	<p>3 years of VET teaching experience in an adult learning environment</p> <p>Incremental progression subject to satisfactory performance of work plan and key performance indicators</p>	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13</p> <p>Current knowledge and skills in vocational training and learning, that informs training and assessment</p>
Teacher 3.2	<p>(AQF4)</p> <p>Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.</p>	<p>1 year of VET teaching experience in an adult learning environment</p> <p>Incremental progression subject to satisfactory performance of work plan and key performance indicators</p>	<p>Vocational competencies at or above the level of teaching and assessment</p> <p>Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.11-15.13.</p>

	with practicum and a focus on adult education and methodologies		Current knowledge and skills in vocational training and learning, that informs training and assessment
Teacher 3.1	(AQF4) Cert IV TAE 40116 or its successor, in accordance with RTO regulatory requirements.	No teaching experience	Vocational competencies at or above the level of teaching and assessment Industry currency that is directly relevant to the training and assessment being provided and in accordance with the principles described at clauses 15.13-15.13 Current knowledge and skills in vocational training and learning, that informs training and assessment

SIGNATORIES

Signed by

Eoina Gillespie of
[Insert name]

126 Trenemy Crescent
[Insert address] Abbotsford

as a representative of the employees covered by the Agreement.

I declare that I am authorised to sign this Agreement on behalf of the employees covered by the Agreement.

Eoina Gillespie
Signature

Vice President TAFE and
Authority to sign Adult Provision

2nd June 2025
Date

Hamish Pella-Cox
Witness signature

Signed by

Professor Adam Shoemaker

70-104 Ballarat Road, Footscray,
VIC 3011

[Insert name] of

[Insert address]

as a representative of the Victoria University.

I declare that I am authorised to sign this Agreement on behalf of Victoria University.

Adam Shoemaker
Signature

Vice-Chancellor and President

Authority to sign

02/06/2025
Date

Natalie Mayhew
Witness signature