



Australian Education Union Implementation Guide

Victorian TAFE Teaching Staff Agreement 2018

Australian Education Union

Victorian TAFE Teaching Staff Agreement 2018 Implementation Guide

Contents

About this guide	5
Overview of key clauses	6
Overview of leave entitlements	7
Union wins	9
Need help? Contact the AEU	10
A–Z of your agreement	11
Attendance.....	12
Casual employment.....	13
Conversion to ongoing employment.....	14
Consultation.....	16
Dispute resolution (individual and collective processes)	18
Dispute resolution flowchart.....	20
Excess teaching duty hours	21
Family violence leave	23
Higher duties	25
Incremental progression	26
Modes of employment.....	27
Qualifications	28
Span of hours.....	29
Teaching	30
Workplans.....	31
Victorian TAFE Teaching Staff Agreement 2018	35



Dear AEU member,

This advice on implementing the Victorian TAFE Teaching Staff Agreement 2018 (referred to as MEA 2018) is designed to assist you in ensuring that all entitlements, including the gains achieved in this agreement, are implemented in your workplace. Your AEU sub-branch has an integral role in the local implementation of the MEA 2018, which will apply to all standalone TAFE institutes.

The agreement builds on previous agreements and contains a number of significant changes to improve salaries, working conditions and improve job security for our members.

These changes include the following:

- 5.4% upfront pay rise plus 2.7% twice a year – a total of 23.7% over four years.
- Teacher salary at T5 classification moves from \$85,613 to \$105,877 by November 2021.
- New incremental point, with salary of \$109,207 by the end of the agreement.
- The introduction of mandatory workplans, giving members better control over workload.
- Limits annual teaching to 800 hours per year, with 30 minutes for every teaching hour to undertake duties such as preparation and curriculum development.
- 20 days paid family violence leave.
- Makes ongoing employment the default mode, with an annual conversion to secure employment for eligible casual and fixed-term teachers.
- Increases span of hours, with a reduction in annual teaching hours for those working 'unsociable hours'.
- Establishes overtime for work outside 8 hours per day, 38 hours a week and 1,748 hours a year with the right to reasonable refusal.

Please take the time to read this guide, which is designed to assist you in implementing the agreement and to be used over the life of the MEA 2018. It enables members to maximise the benefits contained in the agreement and illustrates to non-members the importance of AEU membership. Non-members are potential members and the agreement provides you with opportunities to demonstrate the benefits of membership.

We recommend that all sub-branch representatives and other active members undertake AEU training to ensure that staff have a thorough, up-to-date understanding of the agreement.

If you need further advice or support in implementing the agreement, contact your AEU organiser or the Member Support Centre.

Thank you again for your efforts in achieving this agreement. The union's success is dependent on the work and commitment of its members.

Meredith Peace



AEU Victorian Branch President



About this guide

This guide consists of three sections.

The first section provides an overview of key clauses and leave entitlements contained in the new agreement. These are included here for easy reference, identifying many of the important changes that will need to be implemented.

This section includes:

- an overview of key clauses
- an overview of leave entitlements
- a summary of union wins.

The third element, outlining significant improvements won by the AEU, is intended to help sub-branch representatives in explaining to members and non-members alike the advantages of the new agreement and the role the union has played in achieving them.

The second section is an A–Z guide to the agreement.

This section includes:

- a summary of key entitlements and conditions
- case studies to provide examples of successful implementation
- an outline of changes from the previous agreement
- links to relevant clauses in the new agreement
- action points for employees, employers and the Multi-Enterprise Agreement Implementation Group (MEAIG).

The final section contains the Victorian TAFE Teaching Staff Agreement 2018 (MEA 2018) in full.

Section one and two of this guide will point you to the corresponding relevant clauses in the agreement. The online version of the guide on our website contains links to all relevant clauses.

Overview of key clauses

	Clause	Page no.	Overview
Attendance	Clause 31	49	Teachers are required to attend their work location for up to 30 hours per week (pro rata for part time) for up to 42 weeks per year.
Ordinary hours of work	Clause 27	48	38 hours per week and 8 hours per day.
Span of ordinary hours	Clause 28	48	Ordinary hours of work <i>may</i> be worked between the hours of 6.00am and 10.00pm Monday to Friday and 9.00am–5.00pm Saturday (with loading).
Teaching	Schedule 6(u)	81	'Teaching' means rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required for curricular or pastoral functions involving supervision, counselling and consultation.
Workplans	Clause 32	49-51	Teaching duties include: teaching delivery and supervision (maximum 800 hours annually); preparation, planning, curriculum development and assessment (400 hours annually).
Unsociable hours	Clause 28.3	48	6.00am–8.00am Monday to Friday; 8.00pm–10.00pm Monday to Friday; 9.00am–5.00pm Saturday.
Credit for unsociable hours	Clause 28.3	48	An employee will be credited with 1.25 teaching delivery hours (towards a maximum of 800 hours annually) for every hour or part of an hour during unsociable hours.
Excess teaching duty hours	Clause 33	51-52	Maximum limit set at 150 hours per year. Must include additional 30 minutes prep and assessment time for each hour – this can only be discussed after the ordinary hours have been agreed.
Lunch breaks	Clause 30	49	Minimum of 30 minutes and a maximum of one hour per day between 11.30am and 2.30pm.
Breaks between shifts	Clause 27.7	48	Teachers cannot be rostered to work with less than 10 hours break between shifts. Shifts cannot be broken and cannot be rostered on more than five consecutive days.
Modes of employment	Clause 12	42-43	The standard mode of employment is ongoing, allowing for fixed-term and casual employment in certain circumstances. An employee may be engaged on a casual basis for a maximum period of 13 weeks within a 12-month period. Additionally, casuals can only be employed as true casuals and not employed on a 'regular or systematic' basis.
Reasons for fixed-term employment	Clause 12	42-43	There are five key reasons why an employee can be in a fixed-term position.
Eligibility for ongoing conversion	Clause 13.4	44	A fixed-term or casual employee employed continuously for 12 months is eligible for ongoing conversion.
Conversion to ongoing employment	Clause 13	43-44	Action must be taken at the institute to convert eligible employees to ongoing employment with effect from 1 April each year or at any time as per Clause 12.8.
Higher duties allowance	Clause 23	47	Will be paid where an employee is required by the employer to undertake <i>all or part</i> of the duties of a higher classified position. Alterations to a workplan must reflect these changes.
Teaching qualifications	Schedule 3	76	AQF levels 5 and 6 or above require studies in adult learning methodology, vocational education, applied research and 200 hours of supervised practicum.

Overview of leave entitlements

The table below summarises the range of leave provisions available to ongoing, full-time and casual employees. It is important for the employee to be able to distinguish which leave is an entitlement and which leave is discretionary. Workplaces will present a leave policy providing advice to all employees about how leave arrangements are to be accessed at the workplace.

Call the AEU Member Support Centre on (03) 9417 2822 if you wish to seek specific advice on any leave entitlements.

	Clause	Overview
Annual leave (ongoing and fixed-term teachers)	Clause 34.1	Entitled to four weeks (152 hours) paid annual leave, accruing progressively and accumulating annually.
Annual leave loading (ongoing and fixed-term)	Clause 35.1 Clause 35.3	17.5% of the base rate of pay ordinary time earnings. The loading will usually be paid in the first pay in December of each year (in respect of the year 1 December–30 November).
Compassionate leave (ongoing and fixed-term, unpaid for casuals)	Clause 37.1 Clause 37.6, 37.7	Up to three days paid compassionate leave on each occasion. Additional leave may be granted paid and unpaid.
Court attendance leave (all employees)	Clause 41.1	Leave at the base rate of pay for the period of required court attendance.
Cultural and ceremonial leave (all employees)	Clause 44.1 Clause 44.6	Employees of Aboriginal or Torres Strait Islander descent are entitled to one day of paid leave per year to participate in NAIDOC. Up to three days in each year with pay for leave connected to the death of a member of the immediate family or extended family.
Defence reserve service leave (all employees)	Clause 43.1 Clause 43.5	May be granted for up to four weeks or 28 days in a calendar year. Failure to provide reasonable notice will be grounds for the leave to be refused.
Emergency response leave (all employees)	Clause 40.1	Up to 38 hours paid leave in circumstances where an employee is requested by an emergency service.
Family violence leave (all employees)	Clause 42 Clause 42.12 Clause 42.13	Access to 20 days per year of paid special leave for an employee experiencing family violence. Leave for casuals is unpaid. Personal/carers leave may be utilised by an employee who supports a person experiencing family violence to accompany the person to court, hospital or to care for children.
Leave without pay	-	Subject to workplace policy.
Long service leave (ongoing and fixed-term)	Clause 39.1 Clause 39.5 Clause 39.7	Can be accessed on a pro rata basis after seven completed years of continuous service. A full-time employee accrues long service leave at the rate of 1.3 weeks for each completed year. Long service leave may be taken at half pay for double the period. A minimum of six months' notice of taking leave must be provided unless otherwise agreed.
Long service leave (casuals)	Clause 39.13	True casual employees employed from December 2015 accrue long service leave in accordance with the <i>Long Service Leave Act 2018</i> (Vic).

	Clause	Overview
Parental leave (all employees)	Clauses 38.1 and 38.2 Clause 38.12	Up to 52 weeks in a combination of paid and unpaid leave. May request to return to work at a reduced time fraction until the child reaches school age.
Personal leave/carer's leave (all employees)	Clauses 36.2 and 36.6	15 days (114 hours) per year of service. This entitlement accrues progressively and accumulates annually.
Public holidays (ongoing and fixed-term)	Clause 47.1	An employee other than a casual employee is entitled to be absent on a public holiday without loss of pay.
Sabbatical leave (all employees)	Clause 46.1 Clause 46.3	May be granted one year every five years on 80% salary, subject to the employee agreeing to have their annual salary reduced by 20% for the relevant work period preceding the leave. Counts as service for all purposes.
Study leave (all employees)	Clause 45.1	May be granted on paid or unpaid basis.

Action points for Multi-Enterprise Agreement Implementation Group (MEAIG):

- Discuss, develop and review workplace leave policy regularly. Update and publish this annually.
- Ensure members are aware of timelines for leave approval and for which leave types approval is discretionary, e.g. leave without pay.

Action points for employees:

- Contact the AEU Member Support Centre on (03) 9417 2822 for advice.
- Access family violence leave training.
- Access trade union training.
- Ensure that required notice for leave is provided.
- If you resign, ensure you are paid any long service leave entitlements owed to you.

Union wins

- **Salary increase of 5.4% each year**

Schedule 1

Pay increases each year for the life of the agreement for all employees, as outlined below.

01 May 2018	5.4%
01 May 2019	2.7%
01 Nov 2019	2.7%
01 May 2020	2.7%
01 Nov 2020	2.7%
01 May 2021	2.7%
01 Nov 2021	2.7%

- **New definition of teaching**

Schedule 6

Teaching work is now formally recognised as meaning rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required for curricular or pastoral functions involving supervision, counselling and consultation. This new definition of teaching provides a broader framework to recognise and regulate teachers' work.

- **Mandatory workplans**

Clause 32

Required by 1 March of the year to which it applies, a workplan must consider a variety of factors including the equitable distribution of work within the program area and the time required to do the work.

- **Conversion to ongoing**

Clause 13

The employer will conduct a review of fixed-term and casual employees in April of each year or at such other time as agreed by the employer and the union centrally. An eligible employee for the purpose of conversion is a fixed-term or casual employee employed continuously for 12 months.

- **Family violence leave**

Clause 42

Up to 20 days of paid leave for is available to employees who are experiencing family violence. This also allows them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Need help? Contact the AEU

AEU Victorian Branch head office
126 Trenerry Crescent, Abbotsford 3067
Postal Address: PO Box 363, Abbotsford 3067

Tel: (03) 9417 2822, 1800 013 379
Fax: 1300 658 078

Email: melbourne@aeuvic.asn.au
Web: aeuvic.asn.au

AEU Ballarat: 1800 013 039
AEU Benalla: 1800 013 994
AEU Bendigo: 1800 013 990
AEU Geelong: 1800 133 853
AEU Gippsland: 1800 013 979

A–Z of your agreement

Please note that the following advice must be read in conjunction with the relevant clause(s) in the Victorian TAFE Teaching Staff Agreement 2018.

Attendance

Clause 31

Page 49

Teachers are required to attend their work location for up to 30 hours per week (pro rata for part time) for up to 42 weeks per year. An individual employee may agree with their employer to attend beyond these times.

In addition to this, an employer may ask an employee to attend their work location for up to five days per year for either of the following purposes:

- to attend professional development provided by the employer.
- in urgent circumstances, and with 48 hours' notice, where an employer requires assistance in the event a regulator requires an audit.

If an employee is required to attend for one or more of the five days for the reasons outlined above, an employee's attendance must be reduced by the equivalent number of days – and the duty hours performed counted as other duties with a consequential deduction.

Senior educators and education managers who do not have a teaching load are required to attend the workplace up to 38 hours per week, 52 weeks per year (less any approved annual leave). An exception exists for senior educators who were employed and classified as such prior to 2002.

Changes from previous agreement

- Where an employee was previously able to expect one week credited for any additional day or hours of attendance, an employee is now only entitled to the equal amount of days they have been asked to attend.

Action points for members:

- Seek written confirmation for all changes and requests to alter hours of attendance.
- Ensure your mandatory workplans are completed by 1 March each year.

Action points for employers:

- Requests for an employee to attend beyond the 42 weeks should be in writing.
- Limit teaching hours per year to 800 hours, with up to a further 400 hours for planning, preparation, curriculum development and assessment.
- Maximum required attendance to 30 hours a week and maximum 42 weeks per year.

Call the AEU Member Support Centre on (03) 9417 2822 if you wish to seek specific industrial advice.

Casual employment and salaries

Clause 12

Page 42

The AEU has delivered better outcomes for teachers in the TAFE sector, including limiting the use of casual teachers and increasing the capacity for teachers to be employed as ongoing. This agreement introduces new restrictions on the use of casual employment.

Casual employment can only extend for 13 weeks (an aggregate of 13 weeks) in a 12-month period, unless the casual employees are genuine industry experts. Casual employment requires a minimum shift of three consecutive hours of work and is limited to 21 hours of teaching per week or 40 hours in a two-week period. It can only be used where it is truly casual – intermittent, irregular, informal or where engagements can be refused without disapproval. Any casual hours in a week will count as one full week.

Significant pay rate increases are provided through the agreement.

Action points for members:

- Speak to your AEU representative if employment exceeds 13 weeks or if your employment is 'regular and systematic'.

Action points for employers:

- Only engage casual employees on a genuinely casual basis, consistent with terms of clause 12.

Salary rates									
Existing classification	Current rates	New classification	May-18	May-19	Nov-19	May-20	Nov-20	May-21	Nov-21
			5.40%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Teaching									
		Level 3 (AQF6)	\$74.02	\$76.02	\$78.08	\$80.18	\$82.35	\$84.57	\$86.86
Diploma qualified	\$67.57	Level 2 (AQF5)	\$71.22	\$73.14	\$75.12	\$77.14	\$79.23	\$81.37	\$83.56
Cert IV qualified	\$65.01	Level 1 (AQF4)	\$68.52	\$70.37	\$72.27	\$74.22	\$76.23	\$78.28	\$80.40
Non-teaching									
		Level 3 (AQF6)	\$50.29	\$51.65	\$53.04	\$54.48	\$55.95	\$57.46	\$59.01
Diploma qualified	\$45.92	Level 2 (AQF5)	\$48.40	\$49.71	\$51.05	\$52.43	\$53.84	\$55.30	\$56.79
Cert IV qualified	\$44.19	Level 1 (AQF4)	\$46.58	\$47.83	\$49.13	\$50.45	\$51.81	\$53.21	\$54.65

Conversion to ongoing employment

Clause 13

Page 43

The agreement gives members new rights to apply at any time for more secure employment.

The change in the employment arrangements for the purpose of conversion to ongoing employment shifts the emphasis from the individual employee to the employer. Action will be taken at the institute to convert eligible employees who have been employed in a casual or fixed-term position to ongoing employment where a suitable ongoing position is available through a review conducted in April each year. Affected employees will be provided with written notification of the conversion review.

In addition to the process outlined on the next page, ongoing employment can be requested and offered at any time.

Changes from previous agreement

- A new clause will provide more secure employment for casual and fixed-term employees.
- Introduction of a centrally conducted conversion review by each TAFE institute annually in April.

Action points for members:

- Contact the AEU Member Support Centre on (03) 9417 2822.
- Ask for written correspondence confirming your eligibility for conversion in April.
- Apply for conversion at such other times as appropriate, e.g. after 13 weeks employment as a casual employee.
- If conversion to ongoing or fixed-term employment is not provided, obtain the reasons from the employer.

Action points for employers:

- Identify which staff are employed in fixed-term or casual positions and who is eligible to be made ongoing.
- Where necessary, establish any internal merit-based selection process.

CASE STUDY

Due to a staff illness within the plumbing department, Jude was initially employed casually early in Semester 2 to deliver the assigned units of work. This employment was in addition to continuous employment as a casual and fixed-term teacher over the past nine months. The incumbent teacher later decided to retire. To date, she has worked continuously for 12 weeks. Her current pattern of work meets the definition of 'regular and systematic' and one that is expected to continue until the end of semester – this will ensure the units are completed.

Given her employment will no longer resemble that of a casual teacher, Jude approaches her union representative to have her employment matter raised at the next consultative meeting.

Following the scheduled meeting, the institute confirms that Jude's situation is one where employment with the institute began as casual. Her employment status will be converted to ongoing, as the institute did not have a valid reason to only offer fixed-term employment.

ANNUAL CONVERSION PROCESS

Step 1

The employer will conduct a review of fixed-term and casual employment in April of each year. An eligible employee for the purpose of conversion is a fixed-term or casual employee employed continuously for 12 months.

Step 2

Identify ongoing positions available and convert eligible employees to ongoing employment in those positions.

Step 3

Aggregated data collected by the employer to be provided to the AEU and tabled at each institute's agreement implementation group (MEAIG).

Step 4 (alternative scenarios)

<p>Scenario A</p> <p>Where the available ongoing positions equal the number of eligible employees suitable for the positions, the eligible employees will be converted to ongoing employment.</p>	<p>Scenario B</p> <p>Where there are more eligible employees than suitable positions available, the employer will utilise their normal selection process to determine the eligible employees to be appointed to the ongoing positions.</p>
<p>Step 5</p> <p>The employer will offer ongoing employment to the eligible employees within two weeks of the review.</p>	<p>Step 5</p> <p>The employer will offer ongoing employment to the successful eligible employees within six weeks of the review.</p>

Where the employer determines that there is no suitable vacancy for an eligible employee, the employer must provide reasons for the decision in writing to the teacher.

Consultation

Clauses 7 – 9

Page 38

Consultation is designed to be a process that affords employees an opportunity to influence and inform the decision-making process. It provides an opportunity for the employer and employees to consider ways of mitigating adverse impacts of any changes, and to ensure the correct implementation of the agreement.

This agreement continues to allow for two institute representatives and two elected union representatives to be part of the Multi-Enterprise Agreement Implementation Group (MEAIG). The agreement provides flexibility to alter the composition, if necessary, to allow for additional employee or employer representatives.

Effective consultation requires the scheduling of regular consultative meetings. The AEU representatives on MEAIG should negotiate the appropriate number of meetings and the time allowances to allow associated duties to be performed.

Consultative arrangements must enable union representatives time to canvass the views of staff and allow for ongoing consultation with the sub-branch. Sufficient time is required to enable alternative views and suggestions to be canvassed and then discussed at the consultative meetings. These arrangements are intended to enable a culture that comprises effective partnerships for employers and employees.

Consultation about major change and changes to rosters

The following steps provide an overview of the consultation process in the workplace when **major changes** (clause 9.1 (a)) and **changes to rosters** (clause 9.1 (b)) are proposed:

Step 1

Relevant employee/s notified of proposed change (the union also needs to be notified when matters relate to major changes).

Step 2

AEU members should notify the employer that the union is their representative for consultation.

Step 3

Teachers must be provided with relevant information in accordance with the agreement and consultation begins.

Step 4

Through the AEU, teachers must be provided with an opportunity to give their views on the proposed change.

Step 5

The employer must give prompt and genuine consideration to the employee's views.

Step 6

The employer and employee should discuss the outcome of the proposed change.

Consultations over major changes and changes to rosters that are consistent with the agreement are outlined below:

- Consultation requirements for major change (**Clause 9.1 (a)**): a major change to program delivery options, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees.
- Consultation requirements for changes to rosters (**Clause 9.1 (b)**): to introduce a change to the regular roster or ordinary hours of work of employees.

Changes from previous agreement

- In the previous agreement, consultation was referenced by referring to the Institute Consultative Committee (ICC). Consultation requirements will now convene through the MEAIG.

Action points for members:

- Ensure that at least two union representatives are elected to participate in the MEAIG.
- Ensure consultation about matters involving the implementation of the agreement, including operational and cultural change and matters affecting a particular teacher or teachers generally.

Action points for MEAIG:

- Establish consultative structure and operational procedures.
- Ensure the operational procedures and structure are agreed, documented in writing and distributed to members.
- Allow for meeting procedures to include a clear meeting schedule, a timely agenda and minutes.
- Ensure arrangements allow AEU representatives the opportunity and time to canvass views.

CASE STUDY

As one of the union representatives at her workplace, Marie understands the importance of having regular MEAIG meetings. Her sub-branch is of the view that MEAIG meetings should occur once a month, allowing an opportunity for them to influence and discuss matters relating to the roll-out of the agreement.

The institute's management is reluctant to meet monthly and has suggested they meet every three months.

As a result, the sub-branch has called upon its union representatives to schedule a meeting with management, asking for them to endorse the consultative principles enshrined in the agreement. The sub-branch stands united on this matter and, if necessary, will proceed to notify a dispute to ensure good practice.

Marie's sub-branch is of the view that consultative arrangements are intended to create a climate of consultation and respect for teachers and AEU representatives. In this context, it is reasonable for the MEAIG to meet monthly.

Dispute resolution (Individual and collective processes)

Clause 10

Page 40

In the first instance, the parties to a dispute need to undertake genuine steps to resolve a dispute at the local level. Direct communication between a teacher and their immediate supervisor is a necessary starting point to commence a dispute under the agreement. This expectation applies for both individual and collective issues. *A nominated AEU representative can represent members at all stages of a dispute.*

There are three stages available to resolve a workplace dispute:

Stage 1: Discussion of the dispute

Stage 2: Internal negotiation

Stage 3: Fair Work Commission

In most circumstances, the first two stages will resolve matters of concern.

Stage 1: Discussion of the dispute

Regardless of the internal process undertaken, or if the dispute is of a collective or individual concern, the following steps must be taken first. Contact the AEU for advice at any stage.

Step 1

Where you disagree with your employer about a matter under the agreement (or National Employment Standards), directly notify your immediate supervisor, preferably in writing. This provides an opportunity for the employer to rectify or settle the matter at an early stage at the workplace level through discussion.

Step 2

If you are not satisfied with the response from your immediate supervisor, you may then request the matter be referred to another representative of the employer, usually from human resources.

Stage 2: Internal negotiation

There are two formal processes available to resolve a grievance at a workplace level: the Dispute Settlement Committee (DSC) and the Workload Dispute Panel (WDP).

Dispute Settlement Committee

This committee handles most matters relating to the agreement or the National Employment Standards. The DSC may or may not convene with the parties to a dispute present. In some cases, a person may be required to provide further information.

The DSC consists of:

- two nominees of the employer
- two nominees of the employee.

The two nominees of the employee are not permitted to be family members or legal practitioners.

Workload Dispute Panel

This panel deals exclusively with issues relating to workload.

The WDP includes:

- the director of human resources, however so named at the employer
- a nominee of the employer
- a peer of the employee.

It is important to note that the nominee of the employer cannot be seen to be directly involved in the dispute.

Through this stage of a dispute, it is important that parties make a genuine attempt to resolve the issue(s).

Stage 3: Fair Work Commission

No dispute about an individual matter can be referred to the Fair Work Commission unless there have been genuine steps to resolve the issue locally as outlined using the aforementioned procedure. Ordinarily, a member of the commission would conciliate a dispute before listing the matter for arbitration.

AEU members must seek advice from the union about any matter which may be referred to the Fair Work Commission.

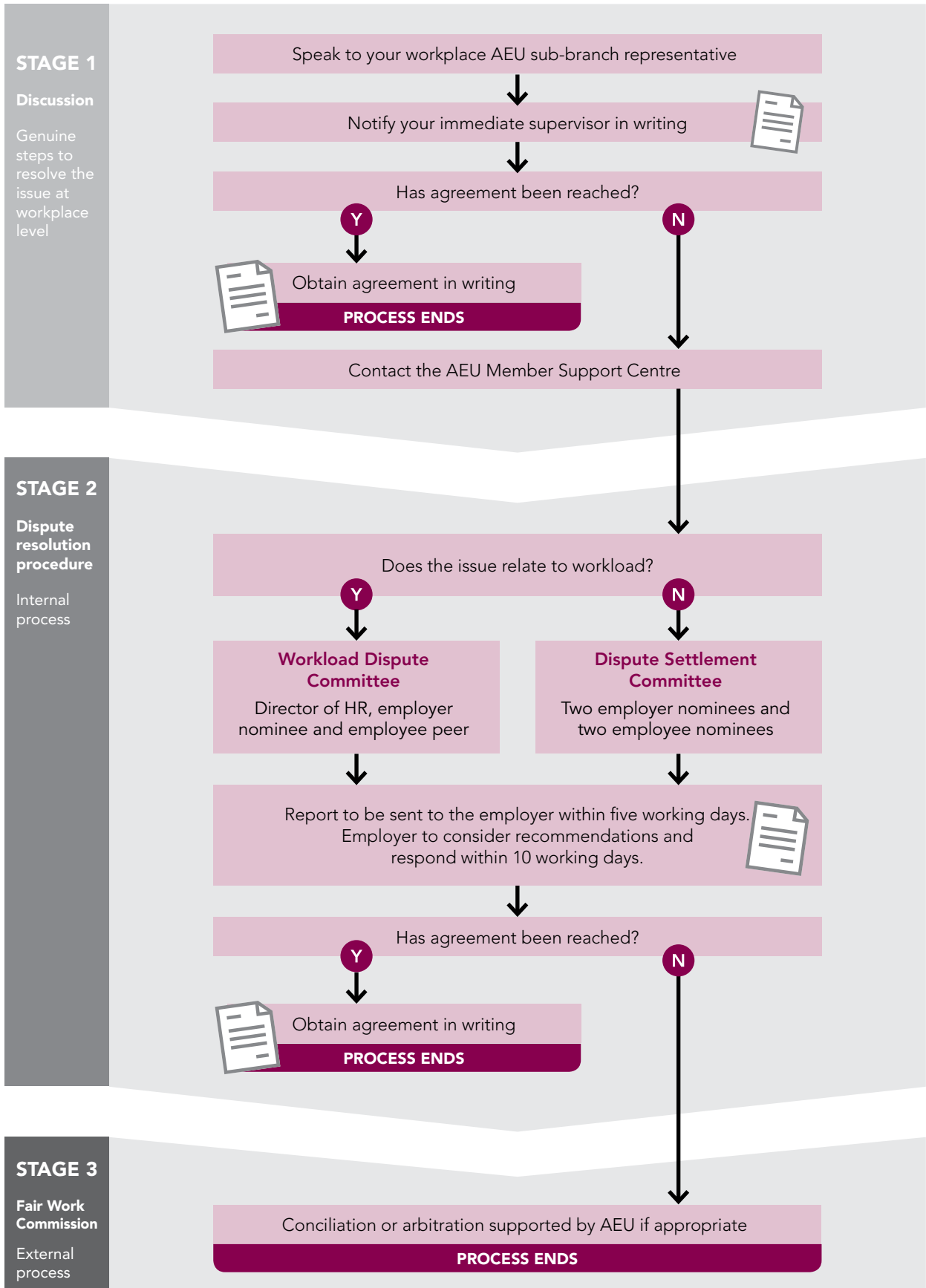
Action points for employers and members:

- If an employee lodges a dispute suitable for the DSC at the same time or contemporaneous to a workload dispute, both disputes should be heard at the DSC.
- A grievance involving two or more employees may be dealt with more expeditiously by early referral to the Fair Work Commission. The sub-branch representative or parties involved should contact their AEU organiser as soon as possible with these matters.
- Conduct the DSC or WPD as quickly, and with as little formality, as proper consideration of the matter allows.
- Following their meeting, the DSC is required to report to the employer within five working days.
- The employer must respond to the DSC within 10 working days of receiving its recommendation.

CASE STUDY

Desmond has been employed as a full-time teacher for approximately seven years and wants to access his long service leave in the coming year to attend a wedding overseas. Given that Desmond knows his dates well in advance, he provides an application for long service leave. Desmond's employer disputes his entitlement to long service leave and the amount requested on the grounds that Desmond's first year of employment was casual. Desmond attempts to reach a shared understanding of his annual leave entitlements under the agreement with his immediate supervisor, without success. With the support of the AEU, Desmond takes the matter to the DSC, where a thorough examination of his entitlements can be made on the record. The DSC makes a recommendation to the employer that recognises Desmond's entitlement to long service leave.

Dispute resolution flowchart



Excess teaching duty hours

Clause 33

Page 51

Excess teaching duty hours (ETDH) remain in the agreement, with significant changes. ETDH can only be allocated following consultation and with the agreement of the teacher. They are intended to be utilised to assist the employer in emergency situations, but are not intended to be used as a permanent timetabling solution. ETDH can only be required once a teacher's annual ordinary workplan has been completed. Where ETDH are allocated to a teacher, workplans should be adjusted accordingly. **An additional 30 minutes for preparation, planning, curriculum development and assessment must be allocated for every excess teaching duty hour.**

A teacher must not perform more than 150 ETDH in a year.

ETDH - maximum limit set at 150 hours per year

- Weekly teaching over 21 hours
- Teaching over 800 hours annually

Just as the employer must be reasonable in requesting ETDH, a teacher cannot unreasonably refuse to work them. In determining whether the employer's request is reasonable or a teacher's refusal is unreasonable, the following must be considered:

Criteria to assess allocation of ETDH	Clause
Any risk to the teacher's health and safety	33.2 (a)
Personal circumstances, including family responsibilities	33.2 (b)
Needs of the workplace or enterprise	33.2 (c)
Whether the teacher is entitled to receive ETDH payments	33.2 (d)
Whether a level of remuneration needs to reflect an expectation of working additional hours *	33.2 (e)
Amount of notice given by the employer	33.2 (f)
The notice given by the employee	33.2 (g)
The patterns of work performed by the teacher	33.2 (h)
The teacher's role and level of responsibility	33.2 (i)
Any other relevant matters	33.2 (j)

* The following rates apply for ETDH:

Option 1

50% of the ordinary hourly rate for teaching within the span of ordinary hours and 38 hours of duty in a week.

Option 2

Where work performed outside the span of ordinary hours, rates need to reflect the overtime rates.

Changes from previous agreement

- Maximum limit set at 150 hours per year
- Each teaching hour attracts an additional 30 minutes for planning, curriculum development, assessment and preparation. This must be recorded in the workplan and must be signed by both parties.

Action points for members:

- The allocation of excess teaching duties is determined following consultation with, and agreement of, the employee concerned.
- ETDH must be recorded in the workplan – ensuring that accountable hours do not exceed 1,748 hours.
- ETDH can only be requested after an annual workplan has been agreed to.
- Ensure members are aware of the reasons that can be used to reasonably refuse notice to perform ETDH (Clause 33.2).
- Overtime entitlements are separate to ETDH, so members should ensure that they keep a record of their hours of work so as to claim overtime payments where their work exceeds 8 hours in a day, 38 hours in a week or 1,748 hours in a year.

CASE STUDY

Julie's Work

Julie informs her manager on Wednesday evening that she will not be able to attend work for the rest of the week as she is required to provide care and attention for her two ill children at home.

Julie's manager is grateful about being provided this information in advance.

The institute has been diligent in utilising the consultative arrangements to establish key protocols when it comes to requesting that teachers undertake ETDH. Having determined which units of work need to be covered in Julie's absence, her manager sends an email to staff within her department, informing them of the institute's needs for the next two days and calling for volunteers.

Julie's manager receives a number of emails from staff, some advising that they can work the excess hours, and others stating they are not in a position to assist this week due to personal circumstances.

Having established a process in advance of the request for ETDH, the institute is in a fortunate position. Staff have been informed in advance and the institute can cover Julie's absence.

Family violence leave

Clause 42

Page 58

Family violence is a workplace issue, and tackling family violence is everyone's responsibility. Situations of violence or abuse in someone's personal life may impact upon their attendance or performance at work. Family violence leave is available to teachers experiencing family violence to enable them to attend medical or counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Employers are responsible for providing a safe and supportive workplace for all teachers who experience family violence.

An employee experiencing family violence will have access to 20 days per year of paid special leave. An employer may grant more if necessary.

There are important key principles for the MEAIG to follow, but the following case study should be read first.

Changes from previous agreement

- This is a new clause. Paid family violence leave may be accessed for up to 20 days per year, with consideration for further leave available.

Action points for members:

- Ensure an appropriate number of individuals from the institute are provided with specialised training to support victims of family violence and become contacts for staff to speak to if required.
- Ensure that a significant number of family violence contact officers are women, in line with industry best practice and are drawn from HR, management, AEU representatives and teaching staff.

Action points for employers:

- Ensure that no adverse action is taken against an employee if their attendance or performance suffers as a result of experiencing family violence.
- Ensure that all personal information relating to family violence is kept confidential.
- Although evidence is required, parties may need time, in some circumstances, to obtain the appropriate records.
- Offer specialised training in family violence support to selected individuals within the institute who can be made contacts for staff to speak to if required.
- Provide flexible temporary or ongoing working arrangements to support a person experiencing family violence.
- Promote the clause and policy in the workplace.
- Provide information about public support services within the institution.

Action points for the MEAIG:

- The MEAIG should develop further guidelines to strengthen these family violence provisions, such as extending the number of days available and providing training for all staff on family, gendered, and occupational violence.

CASE STUDY

Person A is a TAFE teacher who has two adolescent sons. She has been married to her husband for 30 years. During this time, her husband frequently subjected her to physical and psychological violence. Sometimes she had to leave the house at night to stay safe and she was frequently tired and distracted at work.

Person A was unaware that her workplace had a family violence leave clause and only learned of this provision when her AEU representative mentioned it. She decided to leave her abusive relationship and arranged to move to an undisclosed address. Accessing paid family violence leave enabled her to make the necessary arrangements to safely leave her situation.

She now lives in a safe home with her children and has returned to work.

RESULT

Person A's work was suffering as a result of stress, fear and injuries she was enduring at home. When she accessed the paid family violence leave she was entitled to, it was easier for her to leave her abusive relationship. She was able to secure stable housing for herself and her children, while retaining her employment and economic stability.

Furthermore, the employer retained an experienced, valued staff member and did not have to pay the costs of recruiting and training a new employee. This situation could have been further improved by the leave provisions being promoted in the workplace so that all employees were aware of this entitlement.

Higher duties

Clause 23

Page 47

Instances where a teacher may perform higher duties are not limited to situations where a staff member is being temporarily replaced. A higher duties allowance will be paid in all circumstances where an employee is required by an employer to perform all or part of the duties of a higher classified position in either of the following cases:

- (a) for a period longer than five consecutive working days (the workplan must be adjusted to reflect this) or
- (b) where the employee works in the higher classified position on a regular and systematic basis.

For example, a teacher who is regularly required to work on tenders and submissions would be eligible for a higher duties allowance.

Changes from previous agreement

- A tighter definition of higher duties makes employees who undertake another role on a regular basis, such as one day a week, eligible for a higher duties allowance.

Action points for members:

- Ensure you are paid the appropriate amount for higher duties performed.

Action points for employers:

- Provide a transparent, merit-based selection process when more than one staff member expresses interest.
- Disclose the amount the higher duties allowance will provide prior to reaching an agreement with an employee.

CASE STUDIES

Rita works as a teacher (L3.1) in the school of Hairdressing and Beauty Therapy. She was recently the successful applicant to replace a senior educator (EM1) on long service leave in Term 3. When she was notified that she was the preferred candidate, the interview panel informed Rita that because she only possessed an approved AQF 5 qualification, this would limit her to being paid at an L3.1.

As she considered the position a good professional opportunity, Rita accepted the role and began working as a senior educator at her current pay rate. At a sub-branch meeting, she heard that George, a colleague in the plumbing department, received a higher duties allowance while backfilling another senior educator. George told Rita that she should also be receiving the allowance and urged her to contact the AEU for advice on how to pursue the matter.

With the guidance of the AEU, Rita sent a letter to her immediate supervisor highlighting that, under clause 23.1 (b) of the Victorian TAFE Teaching Staff Agreement 2017, she was entitled to a higher duties allowance and requested to receive back pay for the weeks worked at a lower rate of pay.

Incremental progression

Clause 20

Page 45

The incremental rises in pay occur annually on the anniversary date of appointment. In addition to the qualification requirements outlined in this guide, incremental progression for both teachers and education managers is subject to the annual review of an employee's performance through the 'performance and development' system. Incremental progression is subject to employees meeting approved qualification requirements (See 'Qualifications' for more detail).

Performance and development

Performance and development plans will be specific to the individual employee and relate to the descriptors outlined in Schedule 2 of the agreement. It is expected that an employee and an employer will come to an agreement as to what is included in a performance and development plan, as the purpose is to provide a framework specific to the refinement of skills, knowledge and understandings required for a particular role.

It is important that the teacher and the manager discuss any confidentiality issues and reach agreement on how to manage them.

Each institute will have its own policy in relation to performance and development. This policy can only be altered following the **consultation and agreement** of the MEAIG.

Action points for members:

- Ensure that any further education/qualification is comprised of studies consistent with the agreement, including adult learning methodology, teaching in a vocational education environment, applied research (linked to the Boyer framework of scholarship) and 200 hours of supervised practicum.
- Maintain involvement in the design and planning stage of your performance and development plan.

Action points for employers:

- Provide the appropriate resources, support and training for teachers as it relates to their plan.

CASE STUDY

Eleanor's work

Eleanor commenced work in November 2018, classified as a T1.2, and began the planning stage of performance and development program with her immediate supervisor, Michelle.

Eleanor's current teaching qualification is an AQF-level qualification. In order to progress to a T2.1, she needs to obtain an AQF level 5 qualification or above. She has identified that the Diploma of Vocational Education and Training will provide this, and her supervisor Michelle is expressly encouraging her to obtain this qualification as part of her performance and development.

Although genuinely interested, Eleanor is worried that she will have to reduce her time-fraction to complete the course. However, an employee may be granted study leave to obtain formal qualifications and skills directly related to progression through the qualification-based career path. This leave may be granted as paid or unpaid, depending on its requirement by the institution.

Modes of employment

Clause 12

Page 42

The agreement states that 'the standard mode of employment for an employee is ongoing. However, 'some fixed-term or casual employment will be necessary.'

The use of maximum term employment in fixed-term arrangements is not permitted by the agreement (except in the case of parental leave replacement).

Valid reasons for an employee to be employed on a fixed-term contract are listed below:

Reason for fixed term employment	Clause
To replace another employee who is on leave or temporarily absent from the position.	12.3 (a)
Replacement for parental absence vacancy.	12.3 (b)
Tied to a specific program where it is funded in addition to funding for the continuing program with the fixed term contract to the end of the funding	12.3 (c)
Will lead to an excess staffing situation	12.3 (d)
Any other reason specifically agreed by the employer and the union centrally.	12.3 (e)

Casual

Changes to the agreement provide greater scrutiny regarding *casual employment*, which may be used only to fill genuinely casual positions for up to 13 weeks a year.

The only exception to the maximum 13-week casual period is when there is a genuine industry expert is required beyond this period. In such circumstances, the teacher must be an expert in their field, their skills are in demand, and be unable to commit to regular employment.

Where employment begins as casual but comes to be characterised as 'regular and systemic' – and the parties have a mutual expectation of continuing future employment – then such an employee will be entitled to convert to non-casual employment under this agreement.

Changes from previous agreement

- Casual employment is now limited to an aggregate of 13 weeks in a year. **Ongoing employment is now the default mode of employment.**

Qualifications

Schedule 3

Page 76

To ensure TAFE meets the needs of students and industry, we need a highly trained and qualified workforce.

Qualifications play an important part in determining both your commencement salary and your eligibility to progress through the pay scale. Where further education is required to advance, it is important to become familiar with the Australian Qualifications Framework (AQF) and where your qualifications sit within the AQF.

Qualifications

The minimum requirement for a TAFE teacher is an AQF 4 qualification such as a Certificate IV in Training and Assessment.

Importantly, teachers with non-approved teaching qualifications will be permitted to translate to the appropriate level on the new classification scheme, but incremental progression will depend on enrolment in and successful progress towards an approved teaching qualification.

Australian Qualifications Framework

The AQF is the national system of organising and regulating qualifications available in Australia.

Salary progression beyond an L1.2 requires a qualification accredited at an AQF 5 level **that includes:**

- studies in adult learning methodology
- studies in teaching in a Vocational Education Environment
- studies in 'Applied Research'
- 200 hours of 'Supervised Practicum'.

Progression beyond an L2.3 requires a qualification accredited at an AQF 6 level or above that includes the components outlined above.

'Supervised Practicum' or supervised teaching practice can include:

- (a) direct supervision: 50 hours of observed teaching practice by a qualified teacher educator or other fully qualified teacher
- (b) other professional practice: 50 hours observing others teach; 50 hours of teacher work (meetings, development of course materials, student interviews, industry liaison etc.); 50 hours of other related teaching activities which may involve further supervised teaching practice or teaching observations or further teaching activities.

Changes from previous agreement

- Qualifications are realigned with respect to the salary scale. There is a new classification structure, which allows employees to accelerate through the pay scale, provided they have the requisite educational experience and approved qualification.

Action points for members:

- Ensure that any further education/qualification is comprised of studies in adult learning methodology; studies in teaching in a vocational education environment; studies in applied research (linked to the Boyer framework of scholarship); 200 hours of supervised practicum.
- Contact your AEU representative or Member Support Centre to check that the course of study you intend to enrol in is going to provide you with the approved qualification.

Action points for employers:

- Conduct regular qualifications audits.
- Allocate employees the time to undertake applied research and study.
- Where a higher qualification is required, paid and unpaid study leave may be made available to employees.

Span of hours

Clause 28

Page 48

One significant change in this agreement relates to the span of hours. The new span of hours includes a reduction in annual teaching load as compensation for working unsociable hours. If an employer chooses to timetable teaching in unsociable hours, they must first ask for volunteers to work these hours.

Ordinary hours

Ordinary hours of work are up to 8 hours per day and may take place between:

- 6.00am to 10.00pm Monday to Friday
- 9.00am to 5.00pm Saturday.

Unsociable hours

The following periods of time are considered unsociable hours:

- 6.00am to 8.00am Monday to Friday
- 8.00pm to 10.00pm Monday to Friday
- 9.00am to 5.00pm Saturday.

For every hour a teacher teaches during these hours, they will receive a time credit of 1.25 teaching delivery hours. This reduces a teacher's teaching load for the year.

Overtime

Overtime occurs in circumstances where an employee:

- works in excess of 8 hours per day
- works in excess of 38 hours per week
- works in excess of 1,748 hours per year.

See clause 29.5 for overtime rates.

Keep in mind:

- there must be 10 hours between rostered periods of work
- no split shifts are allowed
- employees cannot be rostered for more than five days of the six-day span
- the employer will **credit the employee with having worked 1.25 teaching delivery hours for every hour (or part thereof) worked by the employee during 'unsociable hours'.**

Changes from previous agreement

- The span of hours now comprises ordinary hours, unsociable hours and overtime. An employee may refuse to do overtime in circumstances where the working of such overtime would result in the employee working hours that are unreasonable. Overtime may be payable for work during periods which are unsociable, i.e. before and after ordinary hours.

Teaching

Schedule 6 (u)

Page 81

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

The definition of teaching is broader than face-to-face teaching.

Changes from previous agreement

- Teaching work is now formally recognised as being a combination of timetabled classes and contact required with students for their learning, i.e. curriculum issues, pastoral care, supervision, consultation and counselling. The new definition of teaching provides a broader framework to recognise and regulate teacher work.

Keep in mind: The allocation of work must not provide for more than an average of 21 hours of teaching per week over each 21-week teaching period (clause 32.7).

Action points for members:

- Always ask if you are required to be available to meet with students outside of formal timetabled sessions, including where a course's delivery has been 'compressed' or 'shaved'.
- Monitor where any instruction is required including curriculum issues, pastoral functions, counselling and consultation, as this goes towards your 800 hours (full time).
- Remember, any work that falls within the definition of teaching beyond 21 hours (or rostered hours) will attract excess teaching duty payment.
- Seek advice from your AEU rep, or call the AEU Member Support Centre on (03) 9417 2822.

Action points for employers:

- Consult teaching staff regarding changes to teaching allotments.
- Use an individual's workplan to consider any requirement for a change in the allocation of teaching, e.g. providing more rostered time with students outside of classroom.
- Provide rostered time for teachers to consult with students where required.

CASE STUDY

Anna's work

After a conversion from ad hoc casual work to full-time ongoing employment, Anna's allocation of classes now brings her rostered teaching sessions to the maximum of 21 hours per week. Her classes are predominantly made up of students who speak English as an additional language and varying learning capabilities – moving student learning beyond the timetabled class time.

So that her students can successfully complete the course, Anna is required to make herself available for an additional hour every Thursday afternoon to work with students so they can complete their assessment tasks.

The required extra hour of teaching must be included in her teaching allocation. With the agreement of her manager, Anna changes her workplan so that it reflects the teaching she is required to do.

Workplans

Clause 32

Page 49

A completed annual workplan must take into account the complex nature of teaching and learning and each individual teacher's required work. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and students should have ready access to their teachers.

A workplan provides teachers and management with certainty in their planning and organising. It minimises any possible disputes and gives protection from work overload.

A good working knowledge of the agreement is essential to make workplans an effective tool in managing workloads. Duties and associated hours allocated in an annual workplan will be determined by consultation and agreement in writing between the employer and the employee. An agreed workplan may be varied at any time by agreement and signed off accordingly.

To inform the preparation of the workplan, the institute must provide each teacher with relevant information, including the strategic priorities of the institute and relevant work area, the anticipated student enrolments for the program area, and advice regarding anticipated changes in program delivery, including new programs.

Where a workplan is agreed between a teacher and their manager, teacher work is made up of various components that fall within two categories: teaching duties and teaching-related duties. These two components of a teacher's work are to be negotiated and agreed between the manager and the teacher at the start of the year.

The employer and the teacher must consider the following factors as they apply to each type of work:

- The equitable distribution of work within the program area.
- The relative importance of the various types of work to be undertaken.
- The time required to do the work.
- The range and frequency of the tasks to be performed.
- The classification, qualifications, training and experience of the teacher.
- The work required in relation to preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.

Annual workplans are to be finalised by 1 March of the year to which they apply. Where no agreement can be reached, a default workload (made up of three elements – teaching, teaching-related, and other) will be allocated to the teacher for the year.

For each hour of teaching that an employee is allocated, the employee will have a minimum 30 minutes allocated for preparation, planning, curriculum development and assessment. This applies in both the agreed and default workplan arrangements.

AGREED WORKPLAN		
A.	Teaching Duties	1,200hrs
	i. Teaching	800 hrs
	ii. Preparation, planning, assessment and curriculum development	400 hrs
B.	Teaching Related	548 hrs
	Total	1,748 hrs

A. TEACHING – 1,200 hrs

The 1,200 teaching duty hours includes time for preparation, planning, curriculum development and assessment.

- Teaching: 800 hours max – teaching and supervision.
- Preparation: 400 hours preparation, planning, curriculum development and assessment (outside of the classroom) undertaken prior to, during and at the completion of a student's course of study.

B. TEACHING RELATED – 548 hrs

Employer and employee agree on the allocation of hours for:

- institute and regulatory compliance
- industry and community engagement
- planning and curriculum development not directly related to a teacher's classes
- maintaining teaching and vocational currency
- program-related applied research and innovation
- other duties including travel and meetings.

DEFAULT WORKPLAN (i.e. where agreement cannot be reached)		
A.	Teaching Duties	1,200hrs
	i. Teaching	800 hrs
	ii. Preparation, planning, assessment and curriculum development	400 hrs
B.	Teaching Related	388 hrs
C.	Other	160 hrs
	Total	1,748 hrs

A. TEACHING – 1,200 hours

The 1,200 teaching duty hours includes time for preparation, planning and assessment.

- Teaching: 800 hours max – teaching and supervision.
- Preparation: 400 hours preparation, planning, curriculum development and assessment (outside of the classroom) undertaken prior to, during and at the completion of a student's course of study.

B. TEACHING RELATED – 388 hours

Allocated hours for:

- industry and community engagement
- planning and curriculum development (not directly related to a teacher's classes)
- maintaining teaching and vocational currency
- program related applied research and innovation
- support of student learning that is necessary to meet regulatory requirements and learning outcomes.

C. OTHER – 160 hours

This includes time allocated for:

- travel
- meetings.

Where a default arrangement applies, the employer must demonstrate in writing that the following elements have been considered:

- the experience of the employee and their teaching and vocational developmental needs
- the number, level and timing of programs in which the employee teaches and their preparation requirements
- the nature of the student cohort(s)
- the stakeholder consultation and travel requirements of the work
- the administrative requirements of the work.

Where agreement cannot be reached, refer to dispute resolution flowchart on page 20.

It is critical that when negotiating your individual workplan, you clearly ask if there is an expectation that you are required to meet with students outside of timetabled classes. These hours, if required, are part of the allocated teaching hours.

CASE STUDY

Sarah's work

Sarah has been employed as a part-time staff member at the institute, working 0.6 EFT. Prior to finalising her annual workplan with her manager, she approached her AEU representative to work out her teaching requirements.

She was advised that, as a part-time staff member, she is entitled to have provisions of the agreement applied on a pro rata basis, based on the proportion of her teaching load. Hence, provided Sarah agrees with the proposed workplan arrangement with the manager, her requirements will consist of 720 hours of teaching duties (480 hours teaching and 240 hours preparation) and 329 hours allocated to teaching-related matters.

In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work within the program area.

Victorian TAFE Teaching Staff Agreement 2018



ARRANGEMENT OF THIS AGREEMENT

This agreement is arranged as follows:

Clause or Schedule	Subject	Page/s
A.	About this Agreement	38
1.	Title and definitions	38
2.	Application and Parties Bound	38
3.	How this Agreement interacts with awards and previous agreements	38
4.	Commencement and nominal expiry	38
5.	Negotiating a replacement to this Agreement	38
6.	Explanation of agreement	38
B.	Communication	38
7.	Consultation	38
8.	Consultation requirements for matters related to the Implementation of this Agreement	38
9.	Consultation over major changes and changes to rosters	38
10.	Dispute resolution	40
C.	Working Arrangements	42
11.	Types of employment	42
12.	Modes of employment	42
13.	Conversion to ongoing employment	43
14.	Information that must be included in Employee's contract of employment	44
15.	Changes to contract of employment	44
16.	Secure employment	45
17.	Occupational Health and Safety	45
D.	Pay and Classification	45
18.	Rates of pay	45
19.	Commencing salary	45
20.	Incremental Progression	45
21.	Superannuation	46
22.	Salary Packaging	46
23.	Higher duties allowance	47
24.	Accident make up pay	47
25.	Reimbursement of expenses	47
E.	Hours of Work and Allocation of Duties	48
26.	Commencement	48
27.	Ordinary weekly hours of work	48
28.	Span of ordinary hours	48
29.	Overtime	48
30.	Meal Breaks	49
31.	Attendance	49

Clause or Schedule	Subject	Page/s
32.	Allocation of duties and associated hours	49
33.	Excess Teaching Duty Hours	51
F.	Leave and Public Holidays	52
34.	Annual leave	52
35.	Annual leave loading	52
36.	Personal/carer's leave	53
37.	Compassionate leave	54
38.	Parental leave	55
39.	Long service leave	56
40.	Emergency response leave	57
41.	Court attendance leave	57
42.	Family violence leave	58
43.	Defence reserve service leave	59
44.	Cultural and Ceremonial leave	59
45.	Study leave	60
46.	Sabbatical leave	60
47.	Public holidays	60
G.	Redundancy Process and Entitlements	61
48.	Redundancy process and entitlements	61
H.	Freedom of Association	61
49.	Trade union training leave	61
50.	Induction	62
51.	Leave to attend Trade Union Council Meetings	62
52.	Electronic communications	62
53.	AEU Union Representatives Time Allowance	62
I.	Other Matters	62
54.	Individual Flexibility Term	62
55.	Overall total remuneration package for Overseas-based Employees	63
56.	Counterparts	63

Schedule 1	Rates of Pay	65
Schedule 2	Classification Descriptors	67
Schedule 3	Commencement Salaries	76
Schedule 4	Approved Qualifications	77
Schedule 5	Employers	79
Schedule 6	Dictionary	80

A. ABOUT THIS AGREEMENT

1. Title and definitions

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

2. Application and Parties Bound

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

3. How this Agreement interacts with awards and previous agreements

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

4. Commencement and nominal expiry

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

5. Negotiating a replacement to this Agreement

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

6. Explanation of agreement

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

B. COMMUNICATION

7. Consultation

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

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

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

9. Consultation over major changes and changes to rosters

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

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

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

- (a) the Employer must notify the Relevant Employees and their Union as soon as practicable after the Employer has developed a change proposal to introduce the major change; and
 - (b) sub-clauses 9.3 to 9.9.
- 9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. However, the appointment of a representative must be done within a reasonable time and must not unreasonably delay the consultation process.
- 9.4 If:
- (a) the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - (b) the Employee/s advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 9.5 The Employer must:
- (a) discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate any adverse effects of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and their Union.
- 9.8 If a term of the Agreement provides for a major change to program delivery options, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses 9.1(a), 9.3 and 9.5 are taken not to apply.

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

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

- 9.10 For a change referred to in clause 9.1(b):
- (a) the Employer must notify the Relevant Employees as soon as practicable after a definite decision to introduce the change; and
 - (b) sub-clauses 9.11 to 9.15 apply.
- 9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause. However, the appointment of a representative must be done within a reasonable time and must not unreasonably delay the consultation process.
- 9.12 If:
- (c) the Relevant Employee/s appoint a representative for the purposes of consultation; and
 - (d) the Employee/s advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 9.13 The Employer must:
- (a) discuss with the Relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion — provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will

- be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iv) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.15 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 9.16 Sub clauses 9.10 to 9.15 are to be read in conjunction with other provisions in the Agreement concerning the scheduling of work and notice requirements.

10. Dispute resolution

Disputes

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

Obligations

- 10.3 The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 10.4 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice,

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

- 10.5 No Employee will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

Agreement and dispute settlement facilitation

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

Discussion of dispute

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

Internal processes

- 10.10 There will be two alternative internal dispute resolution processes established by the Employer.
- 10.11 The first will deal with disputes arising out of this Agreement or the National Employment Standards. These disputes

- will be dealt with by a Dispute Settlement Committee (DSC) consisting of two nominees of the Employer, and two nominees of the Employee (excluding family members or legal practitioners) one of whom may be an officer of the Union entitled to represent the interests of the Employee.
- 10.12 The DSC will be a committee of the Employer and will determine its own procedures to consider the dispute but will be required to report to the Employer within five working days of being established. This may be a final report or a report that mediation or conciliation processes have been agreed to be undertaken by the parties.
- 10.13 On receiving the report from the DSC, the Employer will indicate in writing to the DSC and the parties to the dispute whether the recommendations of the DSC have been accepted or not within ten working days of receiving the report.
- 10.14 The second internal dispute resolution process will only consider disputes relating to workload. For these disputes, the Employer will establish a panel whose task it will be to examine the workload issues in dispute and make recommendations to the Employer.
- 10.15 The Workload Dispute Panel (WDP) will consist of:
- The Director, Human Resources, however so named at the Employer;
 - A nominee of the Employer who is not, and cannot be seen to be, a party to the dispute;
 - A peer of the Employee(s) who is not, and cannot be seen to be, a party to the dispute.
- 10.16 The provisions applying in sub-clauses 10.2 to 10.9 will apply to this process except that WDP replaces DSC wherever occurring.
- 10.17 In considering a dispute the WDP will consider the following work load allocation principles:
- the need for flexibility, equity, consistency, and balance across an organisational unit;
 - information provided to all Employees in the organisational unit on the operation of the organisational unit;
 - no Employee will be required to make up time, take on additional duties or alter the duties that would normally be undertaken while on approved leave;
- no Employee will be required to work more than 5 consecutive days without having access to 2 consecutive days absence from the workplace unless the Employee requests, and the Employer agrees, to an alternative arrangement that better suits the Employee's work/ life balance;
 - no Employee will be required to commence work within ten hours of the conclusion of duties undertaken on the previous day;
 - annual leave and other leave plans of the Employee will be taken into consideration in the allocation of duties;
 - the factors set out in clause 32.12.
- 10.18 If the dispute is not settled through an internal dispute resolution process, a party to the dispute may refer the dispute to the Commission for conciliation and if the matter remains unresolved, arbitration.
- 10.19 If an Employee lodges a dispute characterised as a dispute arising from this Agreement or the National Employment Standards and at approximately the same time lodges a dispute about workload both disputes will be referred to a DSC.
- 10.20 The procedures for both internal processes will be conducted in a timely manner and be consistent with the following principles:
- the rules of natural justice;
 - appropriate mediation or conciliation of the dispute is available;
 - any views on the composition of the DSC or WDP as appropriate will be considered by the Employer
 - the process is conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- Disputes of a collective character*
- 10.21 The parties covered by the Agreement acknowledge that disputes concerning two or more Employees may be dealt with more expeditiously by an early reference to the Commission.
- 10.22 No such dispute may be referred to the Commission by the parties directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission for conciliation.

Conciliation

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

Arbitration

- 10.25 If the dispute has not been settled when conciliation has been completed, either party to the dispute may request that the Commission proceeds to determine the dispute by arbitration.
- 10.26 Where a member of the Commission has exercised conciliation powers in relation to the dispute, the member will not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- 10.27 Subject to sub-clause 10.28, the determination of the Commission is binding upon the parties to the dispute.
- 10.28 An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

Conduct of matters before the Commission

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

C. WORKING ARRANGEMENTS

11. Types of employment

- 11.1 Full-time employment
- A full-time Employee is engaged for 38 ordinary hours per week, plus such reasonable additional hours as may be required from time to time.
- 11.2 Part-time employment and Pro Rata Application
- A part-time Employee is engaged for less than 38 ordinary hours per week, plus such reasonable additional hours as may be required from time to time.
 - The entitlements in this Agreement apply on a pro rata basis to part-time Employees.
 - An Employer must roster a part-time Employee for a minimum of three consecutive hours on each occasion that they work.

12. Modes of employment

- 12.1 The standard mode of employment for an Employee is ongoing. However some fixed term or casual employment will be necessary.
- 12.2 An Employer may engage an Employee in one of the following modes of employment:
- ongoing employment on a full-time or part-time basis; or
 - fixed-term employment on a full-time or part-time basis as provided for in sub-clause 12.3;
 - casual employment as provided for in sub-clause 12.4.
- 12.3 Employees employed in a position or vacancy created on or after the commencement of this Agreement, may only be employed fixed term for the following reasons:
- When an Employee is employed for a fixed period of time to replace another Employee who is on leave or otherwise temporarily absent from the position.
 - When an Employee is employed to replace an Employee on parental leave provided that the Employee will be employed for the period of parental leave approved. If the Employee on parental leave returns to duty in accordance with section 77 (reduction of parental leave by agreement), 77A (pregnancy ends (other than by birth of a living child) or child dies) or 78

- (Employee ceases to have responsibility for care of child) of the FW Act, the replacement Employee's employment may cease prior to the expiration of the contract provided that 6 weeks' notice of termination is given by the Employer to the Employee.
- (c) When an Employee is employed for a fixed period of time for the predominant purpose to undertake a specific program or project for which funding has been made available for a specified purpose and period of time, and where such funding is in addition or alternative to funding for the continuing program, provided that the Employee is employed to the end date of the funding.
- (d) When the Employer can demonstrate that should a person not be employed fixed term an excess staffing situation will arise.
- (e) Any other reason specifically agreed by the Employer and the Union.
- 12.4 A casual Employee may be engaged where the employment:
- Is of short duration;
 - Is intermittent;
 - Is irregular;
 - Is informal;
 - Has no reasonable expectation of continuing employment;
 - Lacks advance commitment or certainty as to the duration of the Employee's employment;
 - Has fluctuating hours; and/or
 - Is subject to a freedom to accept or reject engagements without disapproval (provided that reasonable notice is given).
- 12.5 Where an Employee is engaged as a casual Employee they will be paid by the hour.
- 12.6 Where employment begins as casual employment but becomes characterised as being regular and systematic and the parties have a mutual expectation of continuing future employment, then such an employee will be entitled to convert to non-casual employment in accordance with clause 13 of this Agreement or where there is not a suitable ongoing vacancy available, engaged as a fixed term employee in accordance with clause 12.
- 12.7 Subject to the terms of this Agreement, a casual Employee's periods of regular and systematic employment will count as continuous service for all purposes other than annual leave and personal leave.
- 12.8 Subject to clause 12.9, an Employee may be engaged on a casual basis for a maximum period of 13 weeks within a 12 month period.
- 12.9 An Employee may be engaged as a casual Employee for longer than 13 weeks, if the Employee is a genuine industry expert:
- The Employee is an expert in their field; and
 - The Employee's skills are in demand and the Employee is unable to commit to regular employment with the Employer.
- 12.10 When requested to do so the Employer will provide the Employee and the Union with relevant information as to why the position is a fixed term contract or casual.
- 12.11 An Employer must roster a casual Employee for a minimum of three consecutive hours on each occasion they work.
- 12.12 A casual Employee may teach a maximum of 21 hours in any given week of employment or by mutual agreement up to 40 hours of teaching in a two week period.
- 12.13 Casual employees are not entitled to the following benefits under the Agreement:
- notice of termination;
 - redundancy pay;
 - annual leave;
 - paid personal/carer's leave;
 - paid compassionate leave;
 - paid parental leave;
 - unpaid parental leave, unless they are an Eligible Casual Employee;
 - payment for absence on public holidays; and
 - penalty rates, unless specifically provided for in this Agreement.
- 13. Conversion to ongoing employment**
- 13.1 The Employer will offer ongoing employment to an Eligible Employee where a suitable ongoing position is available.
- 13.2 The Employer will conduct a review of fixed term and casual Employees in April of each year or such other time as agreed by the Employer and the Union:
- to identify those Employees who are eligible for conversion;
 - to identify suitable ongoing positions; and

- (c) offer ongoing employment to eligible employees where a suitable ongoing position is available.
- 13.3 The outcome of the review, including the aggregated data collected under sub-clause 13.2 will be provided to the Union and tabled at the MEAIG.
- 13.4 An Eligible Employee for the purpose of conversion is a fixed term or casual employee employed continuously for 12 months.
- 13.5 Where there are ongoing positions available and an equal number of Eligible Employees suitable for the positions the Eligible Employees will be converted to ongoing employment in those positions.
- 13.6 Where there are more Eligible Employees than suitable positions available the Employer will utilise the Employer's normal selection process that assess Eligible Employees against the requirements of the positions to determine the Eligible Employees to be appointed to the ongoing positions.
- 13.7 Where the Employer determines that there is no suitable vacancies for an Eligible Employee the reasons for the decision of the Employer must be in writing and consistent with one or more of the reasons in clause 12.3 of this Agreement.
- 13.8 Nothing in this clause prevents:
 - (a) The Employer offering ongoing employment to fixed term or casual employees at any time;
 - (b) An Eligible Employee making an application for conversion at any time provided that all Eligible Employees within the applicant's area are also considered in the determination of that application, consistent with sub-clause 13.6.
- 13.9 The Employer will offer ongoing employment to Eligible Employees:
 - (a) Within 2 weeks of the review for Eligible Employees appropriate to sub-clause 13.5;
 - (b) Within 6 weeks of the review for the successful Eligible Employees appropriate to subclause 13.6 above.
- 13.10 An Employee must not be engaged and re-engaged nor have hours reduced in order to avoid any obligation under this clause.

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

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

15. Changes to contract of employment

- 15.1 An Employee may apply to the Employer for a temporary adjustment of their position time fraction. The Employer may agree for a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the teacher's reasons and the operational requirements of the Institute. Reversion to the prior time-fraction will occur at the conclusion of the temporary adjustment unless otherwise agreed between the teacher and the Employer.
- 15.2 An Employee appointed specifically to replace an Employee on leave or other approved release will perform the full range of duties, including the face to face teaching load, which would have been performed by the Employee being replaced.
- 15.3 Where an Employee is appointed for a period of less than the full year or on a specific project the maximum teaching duty hours that can be delivered is:

- Number of weeks of appointment x 21 hours per week. The Employer will bring such cases to the attention of the MEAIG prior to the appointment of the Employee.
- 15.4 For the purposes of a teaching load an Employee whose services are terminated at the Employee's initiative or for just cause prior to the end of a full teaching year will be deemed to have taught the whole of the year.

16. Secure employment

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

17. Occupational Health and Safety

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

D. PAY AND CLASSIFICATIONS

18. Rates of pay

- 18.1 With effect from 1 May 2018 the Employer must pay an Employee at least the minimum rate of pay set out in Schedule 1 based on the Employee's classification set out in Schedule 2 and mode of employment. Within 28 days of this Agreement commencing to operate, the Employer will pay any adjustment to Employees that is required to give effect to this clause. For the avoidance of doubt, only Employees who remain employed on the date that this Agreement commences to operate will be entitled to back pay in accordance with this clause.

- 18.2 An Employee who is entitled to payment of an overtime rate set out in clause 29.1 and an excess teaching duty hour penalty set out in clause 33.1 in respect of the same hour will be paid whichever rate is higher.

19. Commencing salary

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

20. Incremental Progression

- 20.1 Subject to this clause, within the rates specified in Schedule 1, Employees will proceed by annual increment from the minimum to the maximum of the sub-divisional range appropriate to their classification level on the anniversary of their date of appointment subject to the following:
- (a) Progression beyond the second incremental point of the classification level set out in Schedule 1 (L1.2) is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 5;
 - (b) Progression beyond the fifth incremental point of the classification level set out in Schedule 1 (L2.3) is subject to the Employee completing an Approved Qualification of teacher training accredited at AQF 6 or above; and
 - (c) The Employee achieves a satisfactory outcome of their annual performance and development review.
- 20.2 The annual review of an Employee's performance must be conducted as part of a Performance and Development system established in accordance with the policy of the Institute and conforming to the following principles:
- (a) each Employee will have an agreed performance and development plan. In the absence of an agreed plan the employee's performance will be assessed against demonstrated achievement against Institute priorities;
 - (b) confidentiality provisions will be identified and agreed;
 - (c) managers and Employees taking part in a performance and development process will be provided with

- appropriate support, resources, training and development, to ensure commitment and full participation; and
- (d) equal opportunity will be an integral part of planning, implementation and review of a performance and development process.

- 20.3 The Institute policy in relation to performance and development will only be varied following consultation with and agreement of the MEAIG.
- 20.4 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:
- (a) the Employer has counselled the Employee and explained clearly:
 - (i) the requirements that are expected;
 - (ii) how the Employee has failed to fulfil these requirements; and
 - (iii) the consequences of continued or repeated failure to meet these requirements.
 - (b) The Employer has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.
- 20.5 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.
- 20.6 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

21. Superannuation

21.1 Superannuation legislation

- (a) The Employer must make superannuation contributions to an Employee's nominated superannuation fund in accordance with its minimum obligations under superannuation legislation, which currently requires a contribution of 9.5% of an Employee's ordinary time earnings.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 Voluntary Employee contributions

- (a) Subject to the rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay a specified amount from their post-taxation wages into the same superannuation fund as the Employer makes the superannuation contributions provided for in subclause 21.3.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised by the Employee pursuant to this clause no later than 28 days after the end of the month in which the amount is deducted from the Employee's wages.

21.3 Superannuation fund

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

22. Salary packaging

- 22.1 Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation legislation

and Employer policy in lieu of salary provided their salary as specified in Schedule 1 will be used for calculating all benefits or entitlements upon cessation of employment.

23. Higher duties allowance

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

24. Accident make up pay

- 24.1 Where an absence from duty results from an injury which is the subject of a claim for compensation under the Workplace Injury, Rehabilitation and Compensation Act 2013 (Vic) (WIRCA) as amended or replaced, or any predecessor legislation, the Employee is entitled to personal leave on full pay equivalent to any personal leave credits accrued at the time of application for personal leave.
- 24.2 Where liability is subsequently accepted in accordance with the WIRCA, the Employee will have any personal leave taken in respect of that injury re-credited.
- 24.3 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments under the WIRCA, the Employee will be entitled to accident make up pay equivalent to the Employee's normal weekly salary less the amount of weekly compensation. The maximum period of accident make up pay is a continuous period of 52 weeks, or an aggregate of 52 weeks, in respect of the compensable injury.
- 24.4 An Employee is not entitled to access personal leave with pay while receiving compensation payments for the same hours under the WIRCA.

- 24.5 Any period of time during which make-up pay is paid will count as service for all purposes as if the Employee had not sustained an injury or incapacity. Accordingly, the Employee continues to accrue annual leave, personal leave and long service leave while in receipt of accident make-up pay as they were accruing such leave immediately prior to commencing accident make-up pay.

25. Reimbursement of expenses

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

E. HOURS OF WORK AND ALLOCATION OF DUTIES

26. Commencement

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

27. Ordinary weekly hours of work

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

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

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

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

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

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

27.7 The Employer will not roster an Employee to work:

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

28. Span of ordinary hours

28.1 Subject to clause 28.3, ordinary hours of work may be worked between the hours of 6:00am to 10:00pm Monday to Friday and 9:00am to 5:00pm Saturday.

28.2 An Employee who has special circumstances such as caring for family member(s) may request that the Employer allow the Employee to commence or finish duties at times of the day that are suitable to the special circumstances. The Employer will not unreasonably refuse such a request. Any changes to the commencement or finishing times of an Employee will be recorded in writing and a copy provided to the Employee and held by the Employer.

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

- (a) 6:00am to 8:00am, Monday to Friday;
- (b) 8:00pm to 10:00pm, Monday to Friday;
- (c) 9:00am to 5:00pm on Saturday,

the Employer will credit the Employee with having worked 1.25 teaching delivery hour for every hour (or part thereof) worked by the Employee during the Unsocial Hours.

28.4 Prior to allocating teaching duties during Unsocial Hours, the Employer will seek volunteers. If the Employer has insufficient volunteers to work the required Unsocial Hours, the Employer may allocate Unsocial Hours to an Employee in their work plan, provided that the Employer distributes the teaching hours equitably across a program area and takes into account any family or carer responsibilities that an Employee may have.

29. Overtime

29.1 Overtime means the hours worked at the direction of the Employer, which are in addition to the Employee's ordinary hours of duty as contained in the annual work plan described in clause 32 (up to a maximum of 1748 ordinary hours of allocated duties) and clause 27.1, or outside the span of ordinary hours of work in clause 28.1.

29.2 An Employer may require an Employee to work reasonable overtime at overtime rates and an Employee will not unreasonably refuse to work the overtime.

29.3 An Employee may refuse to work overtime in circumstances where the working of such

- overtime would result in the Employee working hours that are unreasonable.
- 29.4 In determining whether the Employer's request is reasonable or an Employee's refusal is unreasonable the principles of the criteria outlined below will be considered:
- (a) Any risk to the Employee's health and safety from working the overtime;
 - (b) The Employee's personal circumstances, including family responsibilities;
 - (c) The needs of the Employer;
 - (d) The notice (if any) given by the Employer for the Employee to work the overtime;
 - (e) The notice (if any) given by the Employee of the intention to refuse to work overtime;
 - (f) The usual patterns of work at the Employer;
 - (g) The nature of the Employee's role and level of responsibility;
 - (h) Any other relevant matter.
- 29.5 Employees will be paid at the following rates in the following circumstances:

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

30. Meal Breaks

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

31. Attendance

- 31.1 Subject to clause 31.2 and clause 31.3, Employees classified as Teachers are required to attend their work location for up to 30 hours per week for up to 42 weeks per year. Agreement between the Employer and the Employee is required for attendance beyond these limits. The

Employer may only seek such agreement after an Employee has been employed and then only after providing reasonable time for the Employee to gain advice and make an informed decision.

- 31.2 For up to 5 days a year, an Employer may request that an Employee attend their work location when an Employee was not otherwise required to attend for the following purposes:
- (a) Attending professional development provided by the Employer to Employees; or
 - (b) In order to assist an Employer with compliance duties in the event that a regulator requires an audit to be conducted urgently, provided that the Employer provides at least 48 hours' notice.
- 31.3 An Employee may only refuse an Employer's request made under clause 31.2 if their refusal is reasonable.
- 31.4 Where an Employee is required to attend their work location as contemplated under clause 31.2, the Employee's attendance required under clause 31.1 is reduced by an equivalent number of days.
- 31.5 Employees classified as Education Managers or Senior Educators who do not have a teaching load are required to attend the workplace up to 38 hours per week and up to 52 weeks per year (other than those Employees who were classified as "Senior Educators" in or prior to 2002). Education Managers and Senior Educators who have teaching duties are entitled to the benefit of clause 31.1 on a pro rata basis based on the proportion of their teaching loads.

32. Allocation of duties and associated hours

- 32.1 Within a calendar year, Employees are accountable for 1748 hours of teaching and other duties.
- 32.2 Employees should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to an Employee should, as far as practicable, provide for an equitable distribution of work across all Employees.
- 32.3 Duties and associated hours will be allocated in an annual work plan which is:

- (a) Determined by consultation and agreement in writing between the Employer and the Employee;
- (b) Inclusive of annual leave to be taken within the period of the annual work plan with addition to or subtraction from accountable hours where the period of leave to be taken is less than or more than 20 days;
- (c) Varied as agreed and signed off accordingly;
- (d) Within the parameters of this Agreement;
- (e) Finalised by 1 March of the year to which it applies.
- 32.4 To inform the preparation of the work plan, the Employer will provide each Employee with relevant information including:
- (a) The Institute's and the work area's overall strategic priorities;
- (b) Anticipated student enrolments in the Employee's program area;
- (c) Any anticipated changes in program delivery, including new programs.
- 32.5 Employee work is made up of various components that fall within 2 categories:
- (a) Teaching duties directly related to the teaching and learning program of the employee's students and or classes to an annual maximum of 1200 hours of:
- (i) Teaching delivery face to face, online or by other means; and supervision of students to a maximum of 800 hours annually;
- (ii) Preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.
- For each hour of teaching that an Employee is allocated under clause 32.5(a)(i), the Employee, will be allocated half an hour for the purpose of sub-clauses 32.5(a)(ii).
- Note that the annual cap under this clause is subject to reduction through credits accrued under clause 28 (Teaching Unsociable Hours).*
- (b) Teaching related duties:
- (i) Institute and regulator compliance;
- (ii) Industry and community engagement;
- (iii) Planning and curriculum development;
- (iv) Maintaining teaching and vocational currency;
- (v) Program related applied research and innovation,
- (vi) Other duties including relevant travel and meetings.
- 32.6 An agreed work plan may be varied at any time by agreement of the employee and employer.
- 32.7 The allocation of work must not provide for more than an average of 21 hours of teaching delivery per week over each 21-week teaching period.
- 32.8 In agreeing to the work plan, the Employer and Employee must consider the following factors as they apply to each type of work outlined in clauses 32.5
- (i) the equitable distribution of work within the program area;
- (ii) the relative importance of the various types of work to be undertaken;
- (iii) the time required to do the work;
- (iv) the range and frequency of the tasks to be performed;
- (v) the classification, qualifications, training and experience of the Employee;
- (vi) the work required under clause 32.5(a)(ii).
- 32.9 Senior Educators and Education Managers who are engaged under this Agreement and are not required to teach are entitled to an agreed work plan.
- 32.10 Where the Employer and Employee cannot complete an agreed work plan under clause 32.3 a default work plan will be set by the Employer that conforms to the following:
- (a) Duties directly related to the teaching and learning program of the employee's students and or classes to an annual maximum of 1200 hours of:
- (i) Teaching delivery face to face, online or by other means; and supervision of students to a maximum of 800 hours annually;
- (ii) Preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study.
- For each hour of teaching that an Employee is allocated under clause 32.10(a)(i), the Employee, the Employee will be allocated half an hour for the purpose of sub-clauses 32.10(a)(ii).
- (b) Teaching related duties:

- (i) Institute and regulator compliance;
 - (ii) Industry and community engagement;
 - (iii) Planning and curriculum development;
 - (iv) Maintaining teaching and vocational currency;
 - (v) Program related applied research and innovation,
 - (vi) Support of student learning that is necessary to meet regulatory requirements and learning outcomes.
- (c) Other duties including relevant travel and meetings to a maximum of 160 hours (other than Senior Educators and Education Managers).
- 32.11 Under clause 32.10(a)(i) the allocation of teaching delivery hours must not provide for more than 21 hours per week, except by consultation and agreement between the Employer and Employee, when teaching delivery may be allocated provided that there is not more than an average of 21 teaching delivery hours per week over 21 teaching weeks.
- 32.12 Under subclause 32.10, the Employer will demonstrate in writing through the Employee's work plan that the following elements have been considered in allocating the Employee's work:
- (a) The experience of the Employee and their teaching and vocational developmental needs;
 - (b) The number, level and timing of programs in which the Employee teaches and their preparation requirements;
 - (c) The nature of the student cohort(s);
 - (d) The stakeholder consultation and travel requirements of the work; and
 - (e) The administrative requirements of the work.
- 32.13 An employee will have access to a work load review process provided in clause 10.15 to 10.20.
- 32.14 Where an Employee takes approved leave (other than up to 4 weeks of annual leave in a year), the duties allocated to the employee during the Employee's leave will be deemed to have been done.

33. Excess Teaching Duty Hours

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

- 33.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the Employee concerned provided that an Employee will not unreasonably refuse the Employer's request to perform excess teaching duties. In determining whether the Employer's request is reasonable or a Employee's' refusal is unreasonable, the criteria outlined below will be considered:
- (a) any risk to the Employee's health and safety from working the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the Employee is employed;
 - (d) whether the Employee is entitled to receive excess teaching duty hours payments,
 - (e) penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (f) the notice (if any) given by the Employer of any request or requirement to work the additional hours;
 - (g) the notice (if any) given by the Employee of their intention to refuse to work the additional hours;
 - (h) the usual patterns of work performed by the Employer's Employees;
 - (i) the nature of the Employee's role, and their level of responsibility;
 - (j) any other relevant matter.
- 33.3 Excess teaching duty hours occur as follows:
- (a) where the teacher performs teaching duties in excess of the limit in the roster allocated by the Employer in accordance with clauses 32.7 or 32.11 of this Agreement; or
 - (b) where the Employee performs teaching duties in excess of 800 hours per annum.
- 33.4 Excess teaching duties occurring under clause 33.3 above and paid in accordance with this Agreement will not be counted towards the annual teaching load.
- 33.5 The following rates will be paid for excess teaching hours:
- (a) Where the excess teaching duty occurs within the 38 hours of duty within the span of ordinary hours, at an amount of

- the rate of 50% of the ordinary hourly rate;
- (b) Where the excess teaching duty occurs outside the span of ordinary hours or in excess of 38 hours in a week within the span of ordinary hours, at the rate overtime rates set out in clause 29.5.
- 33.6 For each hour of teaching that an Employee performs as an excess teaching duty, the Employee will be allocated half an hour for the purpose of sub-clauses 32.5(a)(ii) and 32.10(a)(ii) (as the case may be). An Employee may agree to utilise all or part their allocations that would otherwise be applied under clauses 32.5(a)(ii) and 32.10(a)(ii) (as the case may be) for other duties if they wish to do so.
- 33.7 An Employee must not perform in excess of 150 excess teaching duty hours in a year.

F. LEAVE AND PUBLIC HOLIDAYS

34. Annual leave

- 34.1 A full-time Employee is entitled to 4 weeks' (152 hours) paid annual leave per year of service. This entitlement accrues progressively and accumulates from year to year.
- 34.2 Annual leave will be taken as mutually agreed between the Employer and the Employee having regard to the operational needs of the Employer and the following conditions:
- (a) Taking Leave: A request for leave will not be unreasonably refused.
- (b) Close down: An Employer may specify up to one close-down period each year, during which the Employer will be closing down its operations. For this period, an Employer may require an Employee to take annual leave up to a maximum of 5 days.
- (c) Excessive leave accruals
- (i) An Employee has an Excessive Leave Accrual if the Employee has accrued more than 30 days (6 weeks for a full time Employee) annual leave.
- (ii) If an Employee has an Excessive Leave Accrual, the Employer will notify the Employee of the Excessive Leave Accrual and request a plan be developed in consultation with the relevant Employer representative that will reduce the leave to a balance of

- 20 days (4 weeks for a full time Employee) at the end of the period of the plan
- (iii) If a plan is unable to be developed and agreed upon the Employer may direct the Employee to take a period of leave that will reduce the Employee's leave balance to 20 days. The Employer must provide the Employee with at least 8 weeks' notice of when the leave is to commence.
- (d) Annual leave in advance
- (i) An Employer and Employee may agree in writing to the Employee taking a period of annual leave before the Employee has accrued an entitlement to the leave.
- (ii) An agreement must:
- state the amount of leave to be taken in advance and the date on which the leave is to commence; and
 - be signed by the Employer and Employee.

The Employer must keep a copy of the agreement.

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

35. Annual leave loading

- 35.1 An annual leave loading of 17.5% of 4 weeks ordinary time earnings will be paid to full-time Employees.
- 35.2 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.
- 35.3 The loading shall be paid in the first pay in December of each year, or such other date as may be determined by the Employer, in respect of the calendar year 1 December to 30 November.

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

36. Personal/carer's leave

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

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

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

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

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

Absence on public holidays

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

Unpaid personal/carer's leave

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

Casual Employees — caring responsibilities

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

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

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

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

Notice and evidence requirements

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

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

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

Requirement to attend a medical practitioner

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

- 36.12 The direction by the Employer under sub-clause 36.11 of this clause must not be for a period of more than 10 working days unless the Employee unreasonably refuses to attend a medical examination. When this occurs the Employer may direct the Employee to absent themselves from duty on personal leave until the Employee attends the medical examination.
- 36.13 If the medical report discloses that the Employee is unfit for duty, the Employee will be granted such further personal leave as the medical report indicates is necessary.
- 36.14 If the medical report discloses that the Employee is fit for duty, or the Employer is otherwise satisfied that the Employee is fit to resume duty, the personal leave debited as a result of a direction under this clause will be restored and the Employee repaid any salary or wages lost as a result of the direction.

Recognition of prior service for personal leave

- 36.15 The Employer will recognise the cumulative personal leave credits from the immediate prior employment at any Victorian TAFE Institute, Victorian University or Victorian public sector entity that recognises TAFE service (or any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment).
- 36.16 Any claim for recognition of cumulative personal leave must be made within six months of the date of appointment.
- 36.17 For the avoidance of doubt, any service recognised prior to the commencement of this clause is not disturbed by this clause.

37. Compassionate leave

Entitlement

- 37.1 An Employee, other than a casual Employee, is entitled to 3 day's paid compassionate leave on each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:
- contracts or develops a personal illness that poses a serious threat to their life; or
 - sustains a personal injury that poses a serious threat to their life; or
 - dies.

Taking compassionate leave

- 37.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- to spend time with the member of the Employee's Immediate Family or household who is suffering from a personal illness, or sustained the personal injury referred to in sub-clause 37.1(a); or
 - after the death of the member of the Employee's Immediate Family or household.
- 37.3 An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.
- 37.4 Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

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

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

Unpaid Compassionate Leave

- 37.6 An Employee, including a casual Employee may take unpaid compassionate leave by agreement with the Employer.
- 37.7 In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted paid and unpaid leave in relation to the death of a member of their immediate family or extended family.

Notice and evidence requirements

- 37.8 An Employee who is taking Compassionate Leave under this clause must give notice to the Employer as soon as practicable (which may be at a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
- 37.9 An Employee who has given the Employer notice of taking Compassionate Leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person the leave is taken for a permissible occasion in circumstances specified in clause 37.1.

38. Parental leave

Summary of parental leave entitlements

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

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

Entitlement to paid and unpaid parental leave

- 38.2 Employees, including Eligible Casual Employees, are entitled to unpaid parental leave in accordance with the National Employment Standards. The entitlements set out in this clause are supplementary to the entitlement under the National Employment Standards.
- 38.3 An Employee, other than a Casual Employee, who is entitled to take parental leave under the National Employment Standards is entitled to take a portion of the leave as paid leave in accordance with the following:
- If the Employee is a Primary Caregiver, 14 weeks' paid parental leave; and
 - If the Employee is a Secondary Caregiver, 2 weeks' paid parental leave.
- 38.4 Only one parent can receive Primary Caregiver paid parental leave entitlements in respect of the birth or adoption of their Child. An Employee cannot receive Primary Caregiver paid parental leave entitlements:
- if the Employee's Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child.
 - if the Employee's Spouse has received, or will receive, paid maternity leave,

Primary Caregiver entitlements, or a similar entitlement, from the Spouse's Employer; or

- if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

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

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

Calculation of pay for the purposes of parental leave

- 38.7 The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the preceding three years. The calculation will exclude periods on unpaid parental leave.
- 38.8 The average number of weekly hours worked by the Employee, determined in accordance with sub-clause 38.7, will then be applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on paid parental leave.
- 38.9 Despite sub-clause 38.7, an Employee who reduces their time fraction to better cope during pregnancy will not have their subsequent paid parental leave reduced by the effect of that reduction.

Half pay

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

Commonwealth paid parental leave

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

Returning to work at a reduced time fraction

- 38.12 An Employee may request to return to work at a reduced time fraction until the Child reaches school age in order to assist the Employee in reconciling work and parental responsibilities. After the Child reaches school age the Employee will resume their substantive time fraction unless the Employee and Employer agree otherwise.
- 38.13 Where an Employee wishes to make a request under sub-clause 38.12 such a request must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.

Consultation and communication during parental leave

- 38.14 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace the Employer will take reasonable steps to ensure that the Employee is included in the processes described in clause 9.
- 38.15 It is the Employee's responsibility to notify the Employer of any change of address or other contact details which might affect the Employer's capacity to comply with sub-clause 38.14.
- 38.16 The Employee will take reasonable steps to participate in discussions with the Employer and to respond to the Employer's written documentation about the significant change as indicated in clause 9.

Extended family leave

- 38.17 An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid extended family leave as a continuous extension to the parental leave taken in accordance with this clause.
- 38.18 The Employee under this subclause must make an application for extended family leave each year.
- 38.19 The Employee is not entitled to paid parental leave whilst on extended family leave.
- 38.20 Upon return to work the Employer may reallocate the Employee to other duties.

Replacement Employees

- 38.21 Before an Employer engages a person to replace an Employee on parental leave the

Employer must inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

39. Long service leave

Ongoing and fixed-term Employees

- 39.1 A full-time Employee accrues long service leave at the rate of 1.3 weeks for each completed year of Continuous Service with the Employer and will be entitled to access the long service leave entitlement, on a pro rata basis, after 7 completed years of Continuous Service with the Employer.
- 39.2 An Employee with 7 or more completed years of Continuous Service is, on termination of their employment, entitled to payment for the balance of their accrued long service leave as at the date of termination.
- 39.3 Where an Employee with 4 or more completed years of Continuous Service dies or whose service ceases on account of:
- (a) retirement; or
 - (b) ill-health; or
 - (c) redundancy;
- the Employer will pay to the Employee, or the Employee's estate or representative, a sum equal to 1.3 weeks leave in respect of each completed year of Continuous Service calculated to the day of death or day or cessation.
- 39.4 An Employee granted long service leave will be paid:
- (a) where the Employee's ordinary hours of work have been constant, at the Employee's Base Rate of Pay; or
 - (b) where the Employee's ordinary hours of work have varied, at the Base Rate of Pay for the Employee's average time fraction calculated over the total period of service; or
 - (c) where the Employee has been in receipt of a payment at a higher classification or higher level for a period of 3 or more months at the time the long service leave is to commence and payment at the higher classification or higher level would have continued but for the Employee taking long service leave, at that classification or remuneration level.
- 39.5 An Employee may request and the Employer may agree for long service leave

- to be taken at half pay for double the period.
- 39.6 Where a public holiday occurs during a period of long service leave the day will be taken as a public holiday and will not be deducted from the long service leave entitlement of the Employee.
- 39.7 Long service leave is to be taken at a mutually agreeable time having regard to the operational requirements of the Employer provided that a minimum of 6 months' notice of taking leave must be provided unless otherwise agreed between the Employer and the Employee. Subject to the required notice being provided, leave will not be unreasonably refused.
- 39.8 Where an Employee has accrued in excess of 20 weeks long service leave the Employer may initiate the following steps to reduce the Employee's long service leave balance to an acceptable level:
- (a) The Employer and Employee, through discussion, may agree that the Employee will take leave which would reduce the balance to an agreed level.
 - (b) In the absence of an agreement, the Employer may direct the Employee to take leave at a particular time that would reduce the long service leave credit to no less than 13 weeks at the time the leave period has concluded. The Employer must give the Employee at least 6 months' written notice of the direction to take leave.
- 39.9 An Employee must not work for hire or reward whilst they are taking long service leave.
- 39.10 Subject to the Employee making the claim referred to below, an Employee's prior Continuous Service at any Victorian TAFE Institute, Victorian University or Victorian public sector entity that recognises TAFE service (or any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment) will count towards their Continuous Service for the purpose of determining their entitlement to long service leave under this clause, except for:
- (a) any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an Employee has an entitlement for payment in lieu by a previous employer; and

- (b) any period of service that preceded a break of more than 12 months in the Employee's Continuous Employment.
- 39.11 An Employee must make any claim for recognition of prior service within six months of the date of appointment. The Employer must, as soon as possible after the date of the Employee's appointment, but no later than 12 months from that date, notify the Employee in writing as to the amount of prior service recognised towards the Employee's Continuous Service for long service leave purposes.
- 39.12 For the avoidance of doubt, any service recognised prior to the commencement of this clause is not disturbed by this clause.

Casual Employees

- 39.13 Casual Employees will accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic) (or its successor).
- 39.14 Notwithstanding subclause 39.13, any service which a Casual Employee performed while the 2009 Agreement applied to their employment (which excluded casual employees (within the meaning of that agreement) from long service leave) will not count towards their qualification for long service leave or the amount of leave to which they are entitled.

40. Emergency response leave

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

41. Court Attendance leave

- 41.1 An Employee required to appear and serve as a juror in any court will be granted leave at the Base Rate of Pay for the period during which the attendance of the Employee at court is required.

- 41.2 An employee under a subpoena or order, shall be entitled to attend the relevant jurisdiction as part of their official duties, without loss of pay.
- 41.3 To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the Employee has attended the court.
- 41.4 Any payment made to the Employee for serving as a juror during their ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

42. Family violence leave

Introduction

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

General Measures

- 42.5 Evidence of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or lawyer. A signed statutory declaration can also be accepted as evidence.
- 42.6 All personal information concerning family violence will be kept confidential consistent with the relevant Employer's policies and appropriate legislation. No information will

be kept on the Employee's personnel file without the express written permission of the Employee.

- 42.7 No adverse action will be taken against an Employee if the Employee's attendance or performance at work suffers as a result of experiencing family violence.
- 42.8 Employers will identify contacts within each Institute who will be trained in family violence and associated privacy issues. Employers will advertise the names of family violence contacts within the Institute.
- 42.9 An Employee experiencing family violence may raise the issue with the immediate supervisor, a family violence contact, Union delegate or Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see Human Resources or family violence contact.
- 42.10 Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 42.14 to 42.17 below inclusive.
- 42.11 Employers will develop guidelines to supplement these family violence provisions and which detail the appropriate action to be taken in the event that an Employee reports family violence.
- 42.12 An Employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence. This leave is not cumulative but if leave is exhausted consideration will be given to providing additional leave. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 42.13 An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany the person to court, to hospital or to care for children. The Employer may require evidence consistent with clause 42.5 from an Employee seeking to utilise the personal/carer's leave entitlement.

Individual Support

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

43. Defence reserve service leave

- 43.1 An Employee required to complete Defence Reserve Service may be granted leave for up to 4 weeks or 28 calendar days in a year commencing on 1 January.
- 43.2 On recruitment or for initial training as a member of the Defence Reserve an Employee may be granted leave for up to 2 weeks or 14 calendar days. This leave is restricted to the Employee's first year of Defence Reserve Service.
- 43.3 With the exception of the additional two weeks on recruitment or for initial training as described in sub-clause 43.2, leave can be accumulated and taken over two years to enable the employee to undertake training as a member of the ADF Reserves.

- 43.4 An Employee may apply for additional Defence Reserve Service leave which the Employer may refuse or grant as leave subject to all the circumstances.
- 43.5 The Employee will consult with the Employer regarding the proposed timing of the leave and will give the Employer as much notice as possible of when Defence Reserve Service for which leave is required will take place. Failure to provide reasonable notice will be grounds for the leave to be refused.
- 43.6 Where the base salary, excluding allowances, received by the Employee from the Australian Defence Force or Defence Reserve Service during the Employee's ordinary hours of duty is below the Employee's salary under this Agreement, the Employer will, unless exceptional circumstances arise, pay to the Employee make up pay to the level of the Employee's salary under this Agreement for the period of the Defence Reserve Service leave.

44. Cultural and Ceremonial leave

NAIDOC Week Leave

- 44.1 An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- 44.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

Leave to attend Aboriginal community meetings

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

Leave to attend Annual General Meetings of Aboriginal community organisations

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

Ceremonial leave

- 44.5 Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
- (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- 44.6 Where ceremonial leave is taken for the purposes outlined in clause 44.5(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- 44.7 Ceremonial leave granted under this clause 44 is in addition to compassionate leave granted under clause 37.

45. Study leave

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

46. Sabbatical leave

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

47. Public holidays

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

Employee is entitled to be absent on a Public Holiday without pay.

- 47.2 The following are Public Holidays:
- (a) Each of the following days:
 - (i) New Year's Day (1 January);
 - (ii) Australia Day (26 January);
 - (iii) Labour Day (Victoria);
 - (iv) Good Friday;
 - (v) Easter Saturday;
 - (vi) Easter Monday;
 - (vii) ANZAC Day (25 April);
 - (viii) Queen's Birthday;
 - (ix) Melbourne Cup Day;
 - (x) Christmas Day (25 December);
 - (xi) Boxing Day (26 December); and
 - (b) any other day, or part-day, declared or prescribed by or under a law of Victoria to be observed generally within Victoria, or a region of Victoria, as a public holiday.
- 47.3 If, under (or in accordance with a procedure under) a law of Victoria, a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday because of sub-clause 47.2(b), then the substituted day or part-day is instead the Public Holiday.
- 47.4 Subject to agreement between the Employer and a majority of affected Employees, a Public Holiday other than a day prescribed in sub-clause 47.2 or 47.3 above may be observed. If this occurs, the day agreed becomes the Public Holiday and the actual Public Holiday becomes an ordinary working day. The Employer will advise the Union in writing within seven days of any such agreement.
- 47.5 An Employer may request an Employee to work on a Public Holiday, if the request is reasonable.
- 47.6 If an Employer requests an Employee to work on a Public Holiday, the Employee may refuse the request if:
- (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- 47.7 In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following must be taken into account:
- (a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) whether the Employee could reasonably expect that the Employer

- might request work on the Public Holiday;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the Public Holiday;
- (e) the type of employment of the Employee (for example, whether full-time, part-time, or casual);
- (f) the amount of notice in advance of the Public Holiday given by the Employer when making the request;
- (g) in relation to the refusal of a request--the amount of notice in advance of the Public Holiday given by the Employee when refusing the request;
- (h) any other relevant matter.

G. Redundancy Process and Entitlements

48. Redundancy process and entitlements

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

- (c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

- 48.5 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as excess to Employer requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.
- 48.6 Subject to this clause, the parties agree that Employer policies in relation to redeployment and termination of employment are to apply for the life of this Agreement. Such policies may only be varied following consultation and agreement with the Union in accordance with clause 8. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

Redundancy pay

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

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

H. Freedom of Association

49. Trade union training leave

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

- course of study which contributes to a better understanding of dispute resolution provisions of this Agreement.
- 49.2 Applications for such Leave must be approved prior to the taking of Leave. Such applications will not be unreasonably refused providing:
- (a) The application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and
 - (b) The release of the Employee does not cause undue inconvenience to the Employer.
- 49.3 Leave granted under this clause:
- (c) will be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;
 - (d) May include any necessary traveling time in normal working hours immediately before or after the activity or course; and
 - (e) will count as service for all purposes.
- 49.4 An Employee granted leave under this clause will not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

50. Induction

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

51. Leave To Attend Trade Union Council Meetings

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

52. Electronic Communications

- 52.1 Employees are allowed reasonable access to electronic communication to facilitate

communication between Employees and their representatives, which may include a Union, on matters pertaining to the employer/employee relationship.

- 52.2 The Employer will not interfere with communications between an Employee and a Union representative and will consider such communications as confidential between the Employee and the Union.
- 52.3 Union representatives using the Employer's electronic communication systems for Union related matters will exercise their rights reasonably, in accordance with law and pursuant to the Employer's policy. Where the Employer proposes to introduce or vary an electronic communications policy related to union utilisation, there shall be consultation between the Employer and the Union.

53. AEU Union Representatives Time Allowance

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

I. OTHER MATTERS

54. Individual Flexibility Term

- 54.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) part-time employment;
 - (ii) qualification-based career path;
 - (iii) annual leave loading;
 - (iv) hours of work;
 - (v) public holidays;
 - (vi) annual leave;
 - (vii) long service leave;
 - (viii) parental leave; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee

- in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 54.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 54.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Employer and employee;
 - (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (xii) the terms of this Agreement that will be varied by the arrangement;
 - (xiii) how the arrangement will vary the effect of the terms;
 - (xiv) 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
 - (xv) states the day on which the arrangement commences.
 - (e) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (f) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing at any time.

55. Overall total remuneration package for Overseas-based Employees

- 55.1 Nothing contained elsewhere in the Agreement precludes an Employer and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.

- 55.2 The overall total remuneration package will comprise the Agreement salary rate, Employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 55.3 In such cases, the written agreement between the Employer and the Employee will specify:
- (a) the period for which the agreement will operate;
 - (b) the overall total or flat salary and Employer superannuation contributions to apply; and
 - (c) the relevant Agreement clauses that do not apply.
- Provided no agreement will be made that permits the leave entitlements of an Employee to be exchanged for monetary remuneration.
- 55.4 An overall remuneration package will not disadvantage an Employee when comparing their total remuneration inclusive of Employer superannuation contributions with the salary, Employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 55.5 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time will be provided for the Employer and Employee to consider the proposal and seek advice.

56. Counterparts

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

Schedule 1 — rates of pay

		5.40%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	
	Current	New Structure	01-May-18	01-May-19	01-Nov-19	01-May-20	01-Nov-20	01-May-21	01-Nov-21
		EM3	\$101,671	\$104,416	\$107,236	\$110,131	\$113,104	\$116,158	\$119,294
SE3	\$93,689	EM2	\$98,748	\$101,414	\$104,153	\$106,965	\$109,853	\$112,819	\$115,865
SE2	\$90,998	EM1	\$95,912	\$98,502	\$101,161	\$103,892	\$106,697	\$109,578	\$112,537
SE1*	\$88,305		\$93,073	\$95,586	\$98,167	\$100,818	\$103,540	\$106,335	\$109,207
		L3.4(AQF6+)	\$93,073	\$95,586	\$98,167	\$100,818	\$103,540	\$106,335	\$109,207
T5	\$85,613	L3.3(AQF6+)	\$90,236	\$92,672	\$95,175	\$97,744	\$100,383	\$103,094	\$105,877
		L3.2(AQF6+)	\$86,889	\$89,235	\$91,644	\$94,119	\$96,660	\$99,270	\$101,950
T4.2	\$79,262	L3.1(AQF6+)	\$83,542	\$85,798	\$88,114	\$90,493	\$92,937	\$95,446	\$98,023
T4.1	\$74,488	L2.3 (AQF5)	\$78,510	\$80,630	\$82,807	\$85,043	\$87,339	\$89,697	\$92,119
T3.2	\$72,573	L2.2 (AQF5)	\$76,492	\$78,557	\$80,678	\$82,857	\$85,094	\$87,391	\$89,751
T3.1	\$67,518	L2.1 (AQF5)	\$71,164	\$73,085	\$75,059	\$77,085	\$79,167	\$81,304	\$83,499
T2.2	\$66,138	L1.2 (AQF4)	\$69,709	\$71,592	\$73,525	\$75,510	\$77,549	\$79,642	\$81,793
T2.1	\$62,282	L1.1 (AQF4)	\$65,645	\$67,418	\$69,238	\$71,107	\$73,027	\$74,999	\$77,024
T1.2	\$57,407								
T1.1	\$53,431								

Translation

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

Casual rates

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

For example:

Existing classification	Current Rates	New Classification	May-18	May-19	Nov-19	May-20	Nov-20	May-21	Nov-21
			5.40%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Teaching									
		Level 3 (AQF6)	\$74.02	\$76.02	\$78.08	\$80.18	\$82.35	\$84.57	\$86.86
Diploma Qualified	\$67.57	Level 2 (AQF5)	\$71.22	\$73.14	\$75.12	\$77.14	\$79.23	\$81.37	\$83.56
Cert IV Qualified	\$65.01	Level 1 (AQF4)	\$68.52	\$70.37	\$72.27	\$74.22	\$76.23	\$78.28	\$80.40
Non-Teaching									
		Level 3 (AQF6)	\$50.29	\$51.65	\$53.04	\$54.48	\$55.95	\$57.46	\$59.01
Diploma Qualified	\$45.92	Level 2 (AQF5)	\$48.40	\$49.71	\$51.05	\$52.43	\$53.84	\$55.30	\$56.79
Cert IV Qualified	\$44.19	Level 1 (AQF4)	\$46.58	\$47.83	\$49.13	\$50.45	\$51.81	\$53.21	\$54.65

Schedule 2 — Classification Descriptors

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

Education Manager 2 Classification	Education Manager 3 Classification
<p>Classification Context and Task Level</p> <p>Employees appointed to this classification:</p> <ul style="list-style-type: none"> • Are highly skilled educational leaders and managers who have acknowledged excellence in academic leadership and developing strategic directions. • Have significant educational and/or business focussed functions and responsibilities. • A strategic focus aimed at developing links within and external to the TAFE community, focusing on long-term staff projections and team developmental needs. <p>In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers and Education Managers", the "Teacher Classification (L1.1 to L3.4) and the "Senior Educator 1 & Education Manager 1 Classifications", the requirements and typical functions of a Education Manager 2 are consistent with:</p>	<p>Classification Context and Task Level</p> <p>Employees appointed to this classification:</p> <ul style="list-style-type: none"> • Have significant educational and/or business focussed functions and responsibilities at organisational and operational levels above Education Manager 1 and 2 levels. <p>In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers and Education Managers", the "Teacher Classification (L1.1 to L3.4) and the "Senior Educator 1 & Education Manager 1 and 2 Classifications", the requirements and typical functions of an Education Manager 3 are consistent with:</p>

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification
<p>Typical Functions</p> <ul style="list-style-type: none"> • Assist others with program related administrative tasks. • Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials. • Provide assistance with staff induction. • Provide advice and guidance within areas of specialist expertise. • Assist in providing advice with team developmental needs • Assist with counselling. • Assist with staff selection. • Determine instructional strategies. • Coordinate student resources. • Customize units and courses as appropriate to meet client needs. • Liaise as appropriate with specialist inter Training Provider networks and learning communities. • Conduct teaching programs. • Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning. • Assist with diagnosing learning difficulties and identifying appropriate teaching strategies. * Assist in relation to the establishment, maintenance and review of teaching programs. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Coordinate and supervise resources • Manage a team of staff • Manage the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training. • Induct staff. • Coordinate administrative requirements. • Produce tenders and submissions in conjunction with other Senior Educators and Teachers. • Manage training needs analysis and skills audits for clients. • Provide specialist skills as appropriate within the Institute, and the wider community in Victoria, nationally or internationally. • Apply counselling skills as appropriate. • Conduct applied research and prepare briefing papers on curriculum, teaching or management services as appropriate. • Maintain program operations data as per audit requirements. • Ensure graduation candidates are verified. • Ensure student results are completed. • Develop individualised self-paced learning materials. • Develop and implement assessment systems. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients. • Manage recruitment and selection of staff • Manage induction process. • Provide support and mentoring to team. • Assist staff to identify professional development opportunities. • Provide staff coaching and counselling. • Propose and implement a range of programs/courses for future delivery together with other Education Managers and Teachers. • Examine and make recommendations on alternative flexible delivery strategies. • Initiate project development. • Provide advice on improvements to records management systems.

Education Manager 2 Classification	Education Manager 3 Classification
<p>Typical Functions</p> <ul style="list-style-type: none"> • Responsible for projects that involve major change. • Plan long-term resourcing needs. • Provide support to team. • Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting. • In conjunction with other Education Managers prepare and deliver professional development for Teachers. • Make a significant contribution to teaching strategies and directions. • Undertake a significant role in ensuring quality teaching recruitment, including induction. • Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers. 	<p>Typical Functions</p> <ul style="list-style-type: none"> • Represents the organisation both internally and externally in a range of government and industry contexts both locally and internationally • Takes a leadership role within the Institute through a range of activities including mentoring, management, leading innovative and strategic practices • Contributes to the strategic planning processes of the Institute • Communicates the Institute's strategic directions effectively within and without the Institute • Applies regulatory requirements concerning Intellectual Property • Participates in and manages complex negotiation and dispute resolution situations • Reviews information, data and systems to make sound business and training decisions • Designs, develops and customises e-learning resources to support the delivery of a range of qualifications • Collaborates with other research organisations • Manages and monitors the documentation of all reporting for quality and compliance purposes within the teaching department. • Plans for, manages, monitors, and evaluates the development of learning resources in the program area • Oversees the management of students in the online environment: • Manages and monitors the human and physical resourcing of the department • Benchmarks programs • Leads the review of knowledge management systems • Participates in both state and national moderation and validation processes • Understands and applies project management principles

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification
<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Provide basic pastoral care to students leading to more complex problem resolution. • Exercise judgment and initiative. • Supervise and guide entry level Teachers. • Work independently and in a team environment. • Plan and prioritise work schedule. • Set and achieve teaching objectives. • Manage the learning process, including student participation and preparation of student learning plans. • Refer learning difficulties • Take an active role in own professional development. • Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of Employers. • Encourage and support innovative strategies. • Provide leadership in specialist areas within the teaching department and across the Institute. • Set priorities, plan and manage resources. • Trial and report on innovative delivery strategies. 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Knowledge of problem solving strategies. • Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies. • Establish timetables/timelines. • Identify, negotiate and manage resource requirements. • Plan and implement/coordinate programs/projects. • Responsible for discretionary decision making relative to delegated budget. 	<p>Judgement, Problem Solving, Accountability and Extent of Authority</p> <ul style="list-style-type: none"> • Well-developed problem solving skills. • Manage resources and a team of staff providing services to students/commercial clients. • Manage a functional or specialist area of delivery. • Ability to lead and manage teaching programs. • Operate within operational autonomy. • Manage a budget. • Provide necessary resources for program maintenance and development. • Provide advice to Institute management on costing and resourcing implications of proposed programs. • Advise on cost effective delivery strategies. • Undertake responsibility for tenders and submissions. • Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the Institute.

Education Manager 2 Classification

Judgement, Problem Solving, Accountability and Extent of Authority

- Demonstrated capacity to resolve complex problems.
- Lead and manage large functional or specialist operations.
- Provide academic leadership in the Institute and across the TAFE system.
- Operate within a high degree of operational autonomy.
- Lead and manage a complex team.
- Manage staffing projections.
- Evaluate team developmental needs including professional developmental plans and multi-skilling needs.
- Manage a substantial budget.

Education Manager 3 Classification

Judgement, Problem Solving, Accountability and Extent of Authority

- Manages and monitors planning for teaching program delivery to ensure learning theories are applied to address a variety of learning styles
- Designs, develops and customises e-learning resources to support the delivery of a range of qualifications
- Collaborates with other research organisations
- Manages and monitors the preparation of tenders for contracts
- Manages staff, financial and capital resources to maintain a financially sustainable department
- Conducts feasibility studies on proposed and existing commercial courses
- Consults with and advises potential clients including students, business, industry or community groups on training products and services available
- Manages contracts
- Represents the Institute in broad range of external environments
- Facilitates online accesses for commercial clients
- Facilitates development of online content for commercial ventures
- Mentors others in management and leadership of learning environment
- Manages course resource needs
- Responds to change innovatively and flexibly
- Oversees and/or leads the development of online learning strategies for the use of
 - » Online learning materials
 - » Online learning platforms
 - » Tools for online learning facilitation and assessment
 - » Networks for online learning facilitation and assessment
- Oversees and/or uses a wide range of formal and informal online technology to facilitate and assess qualifications
- Manages and monitors departmental class resources
- Maintains currency of learning and assessment materials including RPL and workplace assessment documentation
- Leads teams in the research, use and application of a range of delivery and assessment strategies across teaching programs
- Oversees and/or manages and monitors moderation processes for the department
- Oversees and/or leads and manages validation processes for the department
- Oversees and/or leads and manages reviews and evaluations of the departmental processes for continuous improvement in achievement of outcomes
- Manages and monitors planning of schedules and resources for delivery and assessment

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification
<p>Organisational Relationships and Impact</p> <ul style="list-style-type: none"> • Consult and provide educational services under the direction of Senior Educators and Education Managers • Provide a well-developed range of teaching strategies to TAFE students and other clients both within and external to the Institute. • Communicate with course stakeholders as appropriate. • Plan and conduct information sessions and student selection processes, as appropriate. Provide contact point for course content and student issues. • Undertake a range of administrative, coordination, and learning services activities directly related to the areas taught. 	<p>Organisational Relationship and Impact</p> <ul style="list-style-type: none"> • Contribute to the development of institute-wide educational and administrative policies and procedures. • Provide advice and make submissions to internal and external stakeholders. • Provision of professional advice and assistance to teaching staff and Institute clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners, their Employers and the community. The work may involve contractually negotiated industry, public sector, and community-based programs. • Provide high-level professional advice and assistance to teaching staff and Institute clients. • Represent the Institute or the TAFE system to external bodies. 	<p>Organisational Relationships and Impact</p> <ul style="list-style-type: none"> • Develop institute-wide educational and administrative policies and procedures. • Negotiate for internal and external resources. • Play an active role in establishing and enhancing links with the greater community to further education in practice. • Enable the efficient integration of delivery strategies across departmental boundaries.

Education Manager 2 Classification

Organisational Relationship and Impact

- Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact.
- Lead the development, review and implementation of Institute strategic educational plans, initiatives and policies.
- Highly developed capacity to resolve complex conflict.
- Make a significant contribution to strategic directions.
- Investigate costings and resource implications for program areas and negotiate recommendations.
- Source funding, partnership delivery opportunities and other innovative opportunities.
- Promote and represent the department/Institute regionally and beyond, including with government bodies.
- Build networks within the wider community and source and develop future training needs.

Education Manager 3 Classification

Organisational Relationship and Impact

- Has the responsibility for compliance with the regulatory framework within which VET programs are delivered
- Demonstrates knowledge and understanding of funding structure
- Demonstrates knowledge and understanding of key global, national and state drivers to inform decision making
- Demonstrates knowledge and understanding of principles of statistical analysis
- Demonstrates awareness of theoretical principles, processes and drivers relating to moral and ethical values which inform human behaviours such as:
 - » Decision making
 - » Critical thinking and analysis
 - » Modes of communication
 - » Means of conducting negotiation
 - » Group and individual dynamics
- Identifies and accesses sources of information for current literature and research on education and learning in the e-learning context
- Sources and accesses Higher Education Funding and research
- Demonstrates knowledge of awards and agreements
- Demonstrates comprehensive understanding and routine application of the AQTF2010 and the VRQA Guidelines for VET providers
- Demonstrates understanding and applies legal and regulatory requirements for the VET context
- Identifies VET pedagogical support materials, frameworks and professional development pathways to assist colleagues in addressing skill gaps
- Identifies and accesses sources of information for current literature and research on education and learning in the e-learning context
- Sources and accesses Higher Education Funding and research
- Manages and monitors project management frameworks
- Understands and applies the principles and protocols of consultancy
- Understands and applies market research principles
- Identifies and accesses funding sources
- Understands, applies and monitors legal and regulatory frameworks
- Provides evidence of current industry relevant qualifications and training qualification as outlined by Training Packages
- Demonstrates and applies current knowledge of federal and state regulatory requirements relevant to courses being overseen and delivered
- Demonstrates current knowledge of broader VET issues in the area of delivery and assessment of qualifications
- Understands and applies advanced teaching methodology including consideration of
 - » Global cultural differences
 - » Future technologies and
 - » Implementation strategies
- Understands and applies AQF requirements for assessment moderation and validation
- Understands, accesses and applies The Institute's processes in documenting and reporting of outcomes
- Knowledge of e-learning, distance modes and systems

Teacher Classification (L1 to L3.4)	Senior Educator 1 Classification	Education Manager 1 Classification
<p>Specialist Skills and Knowledge</p> <ul style="list-style-type: none"> • Research, develop and improve TAFE curriculum and teaching and learning methods. • Develop teaching and learning strategies and materials. • Conduct student entry level assessment. • Research and prepare own teaching materials and for utilization across the Institute. • Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources. • Develop leadership and mentoring skills. • Develop project and or research skills. • Moderate validation of outcomes. • Develop curriculum and/or consultative duties as appropriate. • Package accredited courses as identified. • Develop and design courses. 	<p>Specialist Skills and Knowledge</p> <ul style="list-style-type: none"> • Knowledge of conflict resolution skills • Knowledge of negotiation strategies. • Demonstrated highly developed teaching skills. • Extensive knowledge and demonstrated skill of at least one teaching area. • Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role. • Keep abreast of and advise on current and emerging education trends. • Develop effective processes for the evaluation and validation of programs, systems and structures within or external to TAFE. • Develop and maintain quality control systems. • Apply research, analytical and innovative skills. • Apply extensive knowledge and experience in specialist expertise area/s. 	

Education Manager 2 Classification	Education Manager 3 Classification

Schedule 3 — Commencement Salaries

QUALIFICATION REQUIREMENTS AND COMMENCING SALARY

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

	Teaching Qualifications	Teaching Experience	Vocational Experience
EM 3	Approved AQF 6 or above		
EM 2	Approved AQF 6 or above		
EM 1	Approved AQF 6 or above		
L3.4	Approved AQF 6 or above	4 years	2 or more years
L3.3	Approved AQF 6 or above	3 years	2 or more years
L3.2	Approved AQF 6 or above	2 years	2 or more years
L3.1	Approved AQF 6 or above	1 year	2 or more years
L2.3	Approved AQF 5	3 years	2 or more years
L2.2	Approved AQF 5	2 years	2 or more years
L2.1	Approved AQF 5	1 year	2 or more years
L1.2	Cert IV TAE	1-2 years	2 or more years
L1.1	Cert IV TAE	0-1 year	2 or more years

3. An Employee shall not be eligible for promotion or appointment as an Education Manager unless they are fully qualified.
4. For each completed year of actual teaching experience after becoming fully qualified at either AQF 5 or AQF 6 and above, a teacher on commencement shall receive one increment.
5. Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:

- a. for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;
 - b. for each two years of approved industrial experience in excess of the years listed in the table above (column 4) of this schedule a teacher shall receive one increment;
 - c. for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;
6. 'Fully qualified' means possessing Approved Qualifications as set out in Schedule 4 which entitle an Employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification.
 7. Where a casual employee is converted to a fixed term or ongoing position by the employer each 400 teaching hours casual prior service with the employer shall be recognised as one increment when establishing the commencing salary.

Schedule 4 — Approved Qualifications

SCOPE AND PURPOSE

This Schedule establishes the approved teacher qualification requirements for —

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

These qualification requirements are found at clause 20.1.

AQF Level 5 teaching qualification

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

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

AQF Level 6 or above teaching qualification

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

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

SUPERVISED TEACHING PRACTICE

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

Direct Supervision

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

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

Other Professional Practice

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

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

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

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

Teachers In non-Vocational Education

An AQF 5 or AQF 6 and above teacher qualification which does not include studies in adult learning teaching methodology or studies in teaching other than in a Vocational Education environment or studies in applied research may be acceptable having regard to the teaching

experience of the qualification holder and the areas in which the holder may be required to teach. Any such qualification must still meet the supervised teaching practice component of the approved teaching qualifications requirements.

TRANSITIONAL ARRANGEMENTS

A. Teachers with existing employer approved qualifications

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

B. Teachers with non-approved teaching qualifications

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

C. Existing Senior Educators

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

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

Schedule 5 — Employers

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

Schedule 6 — Dictionary

In this agreement:

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

- f. Community and adult education programs not leading to qualifications recognised by the AQF;
 - g. Foundation studies or bridging courses where the program or course is preparatory to or articulates with programs of teaching leading to higher education qualifications recognised within the AQF;
 - h. Victorian Certificate of Applied Learning (VCAL); and/or
 - i. Victorian Certificate of Education (VCE);
- but does not include:
- j. an employee of an Employer for whom the majority of their teaching, management, coordination and/or development work is in undergraduate and/or postgraduate programs leading to the conferring of degrees or other higher education qualifications recognised within the AQF levels 6 (Associate Degree) to 10, other than in respect of vocational education and training programs leading to qualifications recognised at AQF level 6 (Advanced Diploma) and level 8 (VET Graduate Certificate and VET Graduate Diploma); or
 - k. an Industrial Skills Instructor; or
 - l. an employee of an Employer who holds a position that is classified as, or equivalent to, a CEO position or Executive position pursuant to Ministerial Directions or Orders issued under the *Education and Training Reform Act 2006* (Vic);
- (l) **Employer** means an employer listed in Schedule 5 of this Agreement;
- (m) **Immediate Family** means:
- a. a Spouse, De Facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - b. a child, parent, grandparent, grandchild or sibling of a Spouse or De Facto Partner of the Employee.
- (n) **Industrial Skills Instructor** means a person employed to provide instruction in a course of study only:
- c. for a licence issued pursuant to the Occupational Health and Safety Act 2004 (Vic) or successor legislation;
 - d. for a licence to operate a vehicle issued pursuant to the Road Safety Act 1986 (Vic) or successor legislation;
 - e. for a licence or certificate of competency issued pursuant to the Marine Safety Act 2010 (Vic) or successor legislation; or
 - f. in the safe operation of machinery for timber felling which is subject to standards issued by Standards Australia.
- (o) **FW Act** means the *Fair Work Act 2009* (Cth);
- (p) **National Employment Standards or NES** means the National Employment Standards contained in the FW Act.
- (q) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn, the initial primary carer of a newly adopted child or the legal parent of a child (or children, as the case may be) under a surrogacy arrangement;
- (r) **Relevant Employees** for the purposes of clause 9 means Employees who may be affected by a change referred to in clause (a), including Employees who are on approved leave;
- (s) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver;
- (t) **Spouse** includes a former spouse;
- (u) **teaching** in relation to a particular teacher means rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required for curricular or pastoral functions involving student supervision, student counselling and consultation;

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

This implementation guide belongs to:

Your valued membership has been instrumental in the AEU's ability to negotiate this new agreement.



Activate. Educate. Unite.

AEU Victorian Branch
126 Trenerry Crescent, Abbotsford 3067
Postal Address: PO Box 363, Abbotsford 3067
Tel: (03) 9417 2822, 1800 013 379
Fax: 1300 658 078
Email: melbourne@aeuvic.asn.au
Web: aeuvic.asn.au