DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Swinburne University of Technology
(AG2026/1591)

SWINBURNE UNIVERSITY OF TECHNOLOGY - VOCATIONAL EDUCATION AND TRAINING ENTERPRISE AGREEMENT 2026

Educational services

COMMISSIONER PANOPOULOS MELBOURNE, 3 SEPTEMBER 2026

Application for approval of the Swinburne University of Technology - Vocational Education and Training Enterprise Agreement 2026

[1] Swinburne University of Technology (the Employer) has made an application for approval of an enterprise agreement known as the *Swinburne University of Technology - Vocational Education and Training Enterprise Agreement 2026* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187 and 188, as are relevant to this application for approval, has been met.

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

[4] The Agreement is approved and, in accordance with s.54, will operate from 10 September 2026. The nominal expiry date of the Agreement is 22 June 2028.

COMMISSIONER

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SWINBURNE UNIVERSITY OF TECHNOLOGY



Swinburne University of Technology - Vocational Education and Training Enterprise Agreement 2026

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Contents

Section 1: About this Agreement **4**
1. Who does the Agreement apply to? 5
2. When does the Agreement operate? 5
3. Words and phrases used in the Agreement 5
4. Interaction with NES and other instruments 5
5. No further claims 5

Section 2: Working arrangements **6**
6. Types of employment 7
7. Contract of employment 7
8. Full-time employment 7
9. Part-time employment 7
10. Fixed-term employment 8
11. Casual employment 8
12. Conversion 10

Section 3: Hours of work **13**
13. Hours of work 14
14. Work location 14
15. Allocation of duties 15
16. Teacher work plans 18

Section 4: Pay and benefits **20**
17. Salaries and allowances 21
18. Superannuation 22
19. Accident make up pay 23
20. Reimbursement of expenses 24

Section 5: Public holidays and leave **25**
21. Public holidays 26
22. Annual leave 26
23. Purchased leave 27
24. Personal/carer's leave 27
25. Compassionate leave 28
26. Parental leave 29
27. Long service leave 34
28. Community service leave 36
29. Leave for Aboriginal and Torres Strait Islander cultural and ceremonial purposes 36
30. Religious and cultural leave 37
31. Trade Union training leave 37
32. Study leave 37
33. Sabbatical leave 37
34. Family and domestic violence support 38
35. Gender affirmation leave 38

Section 6: Flexibility arrangements **39**
36. Individual flexibility arrangement 40

Section 7: Consultation and dispute resolution **41**
37. Consultation 42
38. VET consultative committee 43
39. Dispute resolution 44

Section 8: Disciplinary procedures, redundancy and termination of employment **45**
40. Disciplinary procedures – unsatisfactory performance, misconduct and serious misconduct 46
41. Redundancy 48
42. Notice of termination 50

Section 9: Miscellaneous provisions **52**
43. Aboriginal and Torres Strait Islander employment 53
44. Workplace delegates rights 53
45. Industrial relations principles 55
46. Occupational health and safety 56
47. Right to Disconnect 56

Schedule 1 – Definitions 57
Schedule 2 – Rates of pay 60
Schedule 3 – Classifications 61
Signing Page 69

Section 1: About this Agreement



1 Who does the Agreement apply to?

The Agreement covers and applies to the Employees, the Employer and the Unions.

2 When does the Agreement operate?

The Agreement commences operation seven days after approval by the Commission and will nominally expire two years from the date on which the Agreement is signed for the purposes of submitting it to the Fair Work Commission for approval.

3 Words and phrases used in the Agreement

Some of the words and phrases in the Agreement have a particular meaning. These words and phrases can be identified by the capitalisation of the first letter of the word or the first letter of each word in the phrase. The definitions for these words and phrases can be found in **Schedule 1**.

4 Interaction with NES and other instruments

4.1 The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.2 The Agreement supersedes and entirely replaces any workplace instrument that previously covered or applied to Employees (except to the extent that is expressly provided for under the Agreement).

4.3 To the extent permitted by law, the Agreement operates to the exclusion of any award which may otherwise apply to the Employees.

5 No further claims

5.1 It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before its nominal expiry date.

Section 2: Working arrangements



6 Types of employment

6.1 Commitments

The Parties to this Agreement agree to prioritise ongoing employment over fixed-term and casual employment. However, the Parties also recognise that some fixed-term or casual employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement.

6.2 Employees will be employed in one of the following types of employment:

6.2.1 ongoing employment on a full-time or regular part-time basis; or

6.2.2 fixed-term employment on a full-time or regular part-time basis; or

6.2.3 employment as a Casual Employee.

6.3 Secondments

Ongoing or fixed-term Employees may be temporarily seconded into another position. The maximum length of a secondment into a vacant position (i.e. a position without an incumbent) is 12 months, unless exceptional circumstances apply.

6.3.1 *Transitional provision:* Where, as at the date of commencement of the Agreement, an Employee was seconded to a vacant position for more than 12 months, the secondment may continue to operate in accordance with its terms.

7 Contract of employment

7.1 On appointment, the Employer shall provide Employees with a letter of appointment, which stipulates the type of employment and contains the following information:

7.1.1 the date employment is to commence;

7.1.2 the classification and rate of pay to be received by the Employee;

7.1.3 the time-fraction to be worked by the Employee, other than a Casual Employee;

7.1.4 the other main terms and conditions of employment applicable to the Employee including 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;

7.1.5 for a fixed-term Employee, the date employment is to cease;

7.1.6 for a fixed-term Employee, the reason for the fixed -term contract of employment;

7.1.7 for a Casual Employee, the duties required and the rate of pay for each class of duty required.

7.2 An Employee may apply to the Employer for a temporary adjustment of the time fraction applying to their position. The Employer may agree to a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the Employee's reasons and the operational requirements of the Employer. Reversion to the prior time fraction shall occur at the conclusion of the temporary adjustment unless otherwise agreed between the Employee and the Employer.

8 Full-time employment

8.1 A full-time Employee is employed for an average of 38 ordinary hours per week.

9 Part-time employment

9.1 A part-time Employee is employed for an average of less than 38 ordinary hours per week.

9.2 The terms of the Agreement apply on a pro rata basis to part-time Employees.

9.3 Prior to commencement of employment, the Employer and a part-time Employee will agree on the Employee's pattern of attendance. The agreed pattern of attendance may only be changed by agreement between the Employer and the Employee; however, the Employer may request a change to the Employee's pattern of attendance and the Employee may only refuse such a request on reasonable grounds, including, but not limited to, where an Employee has primary carer responsibilities or other employment.

10 Fixed-term employment

10.1 The Employer may engage Employees for a fixed term in accordance with the FW Act.

10.2 The Employer will only engage Employees on fixed-term contracts in circumstances where:

10.2.1 replacement of staff on leave or on secondment is required;

10.2.2 a new program area has been introduced no more than three years ago;

10.2.3 a short-term (no greater than two years) program area is introduced;

10.2.4 the viability of an existing program is threatened:

- based on a 21 month demonstrated downward trend in student contact hours; or
- due to an External Funding Contract that is time limited; or
- a decision of an External Party or review of an External Funding Contract that will result in a major change to funding and/or government policy.

10.2.4.1 In the event that the Employer engages an Employee on a fixed-term contract in accordance with clause 10.2.4, the Employer shall, upon request by the Employee and/or the Union(s), present the evidence that was relied upon by the Employer in engaging the Employee on that fixed-term contract.

10.2.4.2 The maximum period that an Employee may be on a fixed-term contract, or multiple fixed-term contracts, under clause 10.2.4 is two consecutive years;

10.2.5 the Employer has made a definite decision to close a program area;

10.2.6 an Employee with current industry experience is required for a limited term;

10.2.7 the Employee is engaged to work on a specific task or project that has an identifiable completion date or outcome. For the avoidance of doubt, a standard teaching period is not considered to be a specific task or project; or

10.2.8 the Employee is paid a total remuneration package of:
Education Manager 2 base salary + corresponding superannuation contribution in clause 18.2.1 + 10%.

11 Casual employment

11.1 An Employee may only be employed as a Casual Employee where the work to be performed is of an irregular nature or for a short period of time.

11.2 For the purposes of clause 11.1, ***a short period of time*** means:

11.2.1 where the purpose of the casual employment is to replace an Employee on approved leave or secondment, up to 30 days. A Casual Employee in this circumstance may be required to take the full allocation of teaching duties of the Employee being replaced; or

11.2.2 the work to be performed does not exceed eight hours of Teaching Delivery per week or, by mutual consent, up to a maximum of 21 hours of Teaching Delivery in any one week, to a maximum of 800 hours of Teaching Delivery per year. However, the maximum of 21 hours of Teaching Delivery per week may be exceeded by mutual agreement. An averaging arrangement cannot provide for more than an average of 21 hours of Teaching Delivery per week over a maximum period of 10 weeks.

11.3 The rates of pay for Casual Employees set out in Schedule 2 and are inclusive of a casual loading of 25%. A Casual Employee with a Cert IV Teaching Qualification shall be paid the Certificate IV Qualified casual rates set out in Schedule 2. A Casual Employee with an AQF5+ Teaching Qualification shall be paid the AQF5+ Qualified casual rates set out in Schedule 2. The casual Teaching Delivery rates include 0.5 hours of preparation and correction for each hour of Teaching Delivery delivered.

11.4 Any preparation, correction or consultation time required more than 0.5 hours per hour of teaching delivery (as agreed to in advance by the Employee's line manager) shall be paid at the applicable non-Teaching Delivery rate. The line manager will have regard to complexity of the allocated teaching load including factors such as class sizes, modes of assessment and mode of delivery and the amount of curriculum and/or competency revision and development required when determining whether additional preparation/correction/consultation time should be allocated.

11.5 Where the Employer considers it desirable for a Casual Employee to attend meetings or to attend professional development sessions, these hours shall not be included in the 800 hour maximum referred to in clause 11.2.2 and the Employee will be paid at the Non-Teaching Delivery rate prescribed by the Agreement.

11.6 The following clauses do not apply to Casual Employees, except to the extent expressly provided for in the relevant clause:

11.6.1 clause 14 – work location;

11.6.2 clause 15 – allocation of duties;

11.6.3 clause 16 – teacher work plans;

11.6.4 clause 17 – salaries and allowances;

11.6.5 clause 19 – accident make up pay;

11.6.6 clause 22 – annual leave;

11.6.7 clause 23 – purchased leave;

11.6.8 clause 24 – personal/carer's leave;

11.6.9 clause 26 – parental leave;

11.6.10 clause 29 – leave for Aboriginal and Torres Strait Islander cultural and ceremonial purposes;

11.6.11 clause 30 – religious and cultural leave;

11.6.12 clause 31 – trade union training leave;

11.6.13 clause 32 – study leave;

11.6.14 clause 33 – sabbatical leave;

11.6.15 clause 35 – gender affirmation leave;

11.6.16 clause 40 – disciplinary procedures;

11.6.17 clause 41 – redundancy; and

11.6.18 clause 42 – notice of termination.

11.7 Unless the Casual Employee agrees otherwise, the Employer may only require a Casual Employee to perform more than one session of Teaching Delivery on a particular day during the ordinary span of hours identified in clause 13.5 if there is a break of no more than three hours between the sessions of Teaching Delivery.

11.8 The following minimum engagements apply to Casual Employees:

11.8.1 Where the Employer requires a Casual Employee to work from a specific physical work location, the Employer must pay Employee for at least three consecutive hours of work.

11.8.2 Where a Casual Employee is able to work remotely from a location of their choosing:

11.8.2.1 the Employer must pay the Employee for at least two consecutive hours at the Teaching Delivery rate (which is payment for three hours of work); or

11.8.2.2 the Employer must pay the Employee for at least two consecutive hours at the non-Teaching Delivery rate, unless the Employer and Employee agree to a shorter engagement due to exceptional circumstances.

11.8.3 Where a Casual Employee performs work from a specific physical work location and a remote location of their choosing on the same day, the more beneficial minimum engagement set out in clauses 11.8.1 or 11.8.2 above will apply.

11.9 If the Employer intends to cancel a shift of a Casual Employee, the Employer must give the Employee a minimum of two hours' notice before the shift commencement time. If the Employer fails to provide the requisite two hours' notice, the Employee must be paid for the applicable minimum engagement set out above.

12 Conversion

The conversion processes in this clause are distinct from and in addition to the casual conversion requirements of Division 4A of the NES.

12.1 General

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

12.1.2 At the time of appointment, the Employer shall advise a fixed-term or Casual Employee of the conversion provisions in this Agreement and a copy of the conversion provisions shall be made available to such Employees at the time of appointment.

12.1.3 The Employer shall also take reasonable steps from time to time to inform Casual Employees and fixed-term Employees of the conversion provisions of the Agreement.

12.2 Casual to fixed-term or ongoing employment

12.2.1 An Employee who, as at 1 October is employed as a Casual Employee and:

12.2.1.1 has been employed on a regular and systematic basis in the same or a similar role throughout January to September of that calendar year (notwithstanding breaks between teaching periods) and has a reasonable expectation that the work will continue throughout October to December of that calendar year (notwithstanding breaks between teaching periods); or

12.2.1.2 has been employed on a regular and systematic basis in the same or a similar role for 12 months;

is eligible to apply for conversion to fixed-term or ongoing employment.

If, during the relevant period of employment, an Employee has had a combination of casual and fixed-term employment, any period of fixed-term employment will count as if it were casual employment for the purposes of eligibility to apply for conversion.

12.2.2 The Employer will offer a fixed-term or ongoing contract of employment to an eligible casual applicant, provided that:

12.2.2.1 the work of the position is still required;

12.2.2.2 the Employee is not engaged to work in a program area where the viability of the program is threatened;

- based on a 21 month demonstrated downward trend in student contact hours; or
- due to an External Funding Contract that is time limited; or
- a decision by an External Party or review of an External Funding Contract that will result in a major change to funding and/or government policy.

12.2.2.2.1 In the event that the Employer does not offer conversion on the basis of clause 12.2.2.2, the Employer shall, upon request by the Employee and/or the Union(s), present the evidence that was relied upon by the Employer in deciding not to offer conversion.

12.2.2.2.2 However, the criteria in clause 12.2.2.2 can only be relied upon to not offer an eligible casual applicant conversion for a maximum of two consecutive conversion rounds, after which the Employee will be offered ongoing employment if no other circumstances of fixed-term employment in clause 10.2 apply. For the avoidance of doubt, the fixed-term circumstance in clause 10.2.4 will not apply to the casual conversion process.

12.2.2.3 the Employee has the qualifications and experience required for the position as set by this Agreement, any relevant regulatory body, government and/or legislation;

12.2.2.4 the Employee has not been subject to any formal process in relation to the Employee's unsatisfactory conduct and/or performance within the immediately preceding six-month period (except in circumstances where the process cleared the Employee of any unsatisfactory performance and/or conduct). The conduct and/or performance concerns must be clearly articulated in writing to the Employee and include:

12.2.2.4.1 the standard of conduct and/or performance required to be achieved;

12.2.2.4.2 provide a reasonable timeframe by which the Employee is to demonstrate improvement; and

12.2.2.4.3 the impact of unsatisfactory conduct and/or performance concerns has on the Employee's eligibility for conversion.

Sub-clauses 12.2.2.4.1 to 12.2.2.4.3 above do not apply in circumstances where the Employee engages in Serious Misconduct.

The Employer shall not initiate or unduly stall a disciplinary process for the purpose of avoiding its obligations under these conversion provisions.

12.2.2.5 a fixed-term contract of employment will only be offered if one or more of the circumstances listed in clause 10.2 (excluding clause 10.2.4) of this Agreement apply, otherwise the Employee will be offered ongoing employment.

12.3 Fixed-term to ongoing employment

12.3.1 The Employer will offer conversion to an Employee who as at 1 October;

12.3.1.1 is employed as a fixed-term Employee and has been, or will be, employed on a fixed-term contract, or multiple fixed-term contracts, in the same or similar role, for a continuous period throughout January to December of that calendar year; or

12.3.1.2 has been employed in the same or a similar role for 12 months;

provided that:

12.3.1.3 the work of the position is still required;

12.3.1.4 they are not replacing a staff member who is on leave or on a secondment;

12.3.1.5 the Employee is not engaged to work in a new program area which was introduced no more than three years ago;

12.3.1.6 the Employee is not engaged to work in a short-term (no greater than two years) program area;

12.3.1.7 the Employee is not engaged to work in a program area where the viability of the program is threatened;

- based on a 21 month downward trend in student contact hours; or
- due to the expiry of an External Funding Contract that is time limited; or
- a decision by an External Party or review of an External Funding Contract that will result in a major change to funding and/or government policy.

12.3.1.7.1 In the event that the Employer does not offer conversion on the basis of clause 12.3.1.7, the Employer shall, upon request by the Employee and/or the Union(s), present the evidence that was relied upon by the Employer in deciding not to offer conversion.

12.3.1.7.2 However, the Employer cannot refuse to make an offer of conversion based on clause 12.3.1.7 if the Employee has been employed on a fixed-term contract, or multiple fixed-term contracts, under clause 10.2.4 for two or more years.

12.3.1.8 the Employee is not engaged to work in a program area which the Employer has made a definite decision to close;

12.3.1.9 the Employee is not engaged to work on a specific task or project that has an identifiable completion date or outcome. For the avoidance of doubt, a standard teaching period is not considered a specific task or project;

12.3.1.10 the Employee is paid a total remuneration package of less than:

Education Manager 2 base salary + corresponding superannuation contribution in clause 18.2.1 + 10%; or

12.3.1.11 the Employee has not been subject to any formal process in relation to the Employee's unsatisfactory conduct and/or performance within the immediately preceding six-month period (except in circumstances where the process cleared the Employee of any unsatisfactory performance and/or conduct). The Employer shall not initiate or unduly stall a disciplinary process for the purpose of avoiding its obligations under these conversion provisions.

12.3.2 If, during the relevant calendar year, there was a period of regular and systematic casual employment in the same or similar role between two fixed-term contracts, that intervening period of casual employment will count as if it were fixed-term employment for the purposes of eligibility for conversion.

12.4 Conversion process

12.4.1 The Employer will seek applications from eligible Casual Employees and assess the eligibility of fixed-term Employees in October each year. To apply, a Casual Employee will be required to submit their name to the Employer via the application channel nominated by the Employer. The Employer will then assess the relevant Employees against the provisions of clauses 12.2.1 - 12.2.2 or 12.3.1 - 12.3.2, as applicable, and offer conversion accordingly.

12.4.2 If there are more eligible Employees than available ongoing or fixed-term positions, the Employer will determine an objective merit-based process by which to select the Employees who will be offered conversion into those available ongoing or fixed-term positions.

12.4.3 Occasional and short-term work performed by the Employee in another classification, job or department shall not affect the Employee's eligibility for conversion.

12.5 Offers of conversion

12.5.1 Any offer of fixed-term or ongoing employment must have a start date of no later than 1 February of the following year. In determining the start date, the Employer will have regard to the timing of the commencement of relevant teaching periods and the provision of adequate preparation time.

12.5.2 The minimum time fraction offered to the Employee will be calculated based on their average hours of work across the 12-month period immediately prior to conversion and be rounded up to one decimal place. The conversion offer shall also constitute (and include other details as are required for) a contract of employment under clause 7 of the Agreement.

12.5.3 Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other entitlements except for:

12.5.3.1 long service leave; and

12.5.3.2 any applicable unpaid parental leave; and

12.5.3.3 subject to meeting the qualification requirements of clause 17.3 of the Agreement, where a Casual Employee is converted to a fixed-term or ongoing position, each 400 hours of Teaching Delivery of casual prior service with the Employer shall be recognised as one increment when establishing the commencing salary.

12.5.4 An Employee who is offered conversion may elect to accept the offer or to reject the offer and remain a Casual Employee or fixed-term Employee. If the Employee does not accept the offer within two weeks of receiving the offer, the Employee is deemed to have rejected the offer.

12.5.5 If a fixed-term Employee rejects an offer of employment under this clause, the Employee will not be offered ongoing employment in any subsequent conversion, unless and until the Employee gives written notice to the Employer that they wish to be considered in any future conversion.

12.6 Conversion data

12.6.1 At the end of each conversion, the Employer will provide the Union(s) with the following data:

12.6.1.1 the number of Casual Employees who applied for conversion;

12.6.1.2 the number of Casual Employees who are offered fixed-term and ongoing employment;

12.6.1.3 the number of Fixed-Term Employees who were assessed for conversion; and

12.6.1.4 the number of Fixed-Term Employees who were offered ongoing employment.

Section 3: Hours of work



13 Hours of work

13.1 The ordinary hours of work are an average of 38 hours per week for a full-time Employee and pro rata for a part-time Employee based on their time fraction. Ordinary hours may be averaged over a period of up to 12 weeks. Subject to the provisions of the Agreement, an Employer may, from time to time, request an Employee to work reasonable additional hours.

13.2 Employees shall not be required to work for more than five hours without being allowed an unpaid meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one hour. Employees shall not be required to attend during meal breaks. Employees shall be entitled to take their lunch break between the hours of 12.00 midday and 2.00 pm and shall be entitled to take an evening meal break between the hours of 5.00 pm and 7.00 pm, provided that an Employee will only be entitled to one meal break per day.

13.3 No Employee shall be required to work more than 10 hours in one day.

13.4 No Employee shall be required to commence work without having had a break of at least 10 hours after the conclusion of their rostered work on the previous day.

13.5 Span of hours

13.5.1 The span of hours is from 7:30 am to 6:00 pm, Monday to Friday.

13.5.2 However, the Employer may request that an Employee work one Evening per week, Monday to Friday, without a loading applying to that work under clause 13.6. An Employee may refuse the request on reasonable grounds including, but not limited to, where an Employee has primary carer responsibilities.

13.6 Work performed outside the span of hours

13.6.1 Employee may be requested to perform work as part of their ordinary hours of work outside the span of hours.

13.6.2 The allocation of ordinary duties at such times shall only be determined following consultation with, and the agreement of, the Employee concerned.

13.6.3 Subject to prior approval from the Employee's line manager for the work to be performed outside of the span, Employees shall be paid a loading for ordinary hours of work required to be performed outside the span of hours as follows:

13.6.3.1 for each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the Base Hourly Rate shall be paid;

13.6.3.2 for each hour worked on a Monday to Saturday after 10pm, a loading of 75% of the Base Hourly Rate shall be paid; and

13.6.3.3 for each hour worked on a Sunday, a loading of 50% of the Base Hourly Rate shall be paid.

14 Work location

Note: this clause applies to part-time Employees on a pro-rata basis.

14.1 This clause does not apply to Casual Employees.

14.2 Teaching Delivery may be rostered up to 42 weeks in a calendar year. These weeks during which Teaching Delivery may be performed are referred to as **Attendance Weeks** throughout this Agreement.

14.3 During an Attendance Week, the Employer may direct Employees classified as Teachers to attend at a specific physical work location for up to 30 hours per week (maximum 1260 hours per year). Where practicable, for full-time Employees, attendance will be limited to four days per week. The Employee shall determine the location from which the remaining hours of work are performed, provided that:

14.3.1 those hours remain Accountable Hours;

14.3.2 the Employee is able to be contacted by their line manager during those hours; and

14.3.3 where an Employee has no scheduled Teaching Delivery, the Employee may reach agreement with their line manager to determine the location from which they work. The line manager will not unreasonably withhold agreement to a request by the Employee to work from a particular location. Where agreement cannot be reached, the line manager may direct the Employee to work from a specific work location.

14.4 Outside of the Attendance Weeks, Employees classified as Teachers may determine the location from which work is performed provided that:

14.4.1 those hours are Accountable Hours;

14.4.2 the Employee is able to be contacted by their line manager during those hours;

14.4.3 where the Employer and Employee agree on Professional Development activity as part of the Employee's teacher work plan or performance and development (YPD) plan, and that activity is required to be undertaken at a specific physical location, the Employee will attend that location without any reduction to their annual attendance hours;

14.4.4 the Employer may request an Employee to attend at a specific physical work location for all or part of a day for the following purposes:

14.4.4.1 to assist with an urgent external audit, in which case the Employer will provide as much notice as practicable;

14.4.4.2 to attend an urgent meeting convened by a representative from the Employer's central functions, in which case the Employer will provide as much notice as practicable;

14.4.4.3 to attend an urgent planning team or department planning day in response to external changes outside of the control of the Employer or a decision by an External Party that will result in major change to funding and/or government policy, in which case the Employer will provide at least 48 hours' notice.

The Employee may only refuse such a request on reasonable grounds.

For each day or part-day where an Employee attends pursuant to a request under this sub-clause, the Employee's maximum annual attendance hours during the Attendance Weeks will be reduced by 7.6 hours.

14.5 Instructional Designers, Senior Educators and Education Managers are to perform work at an agreed location for 38 hours per week. The Employer will not unreasonably withhold its agreement to a request by the Employee to work from a particular location. If agreement cannot be reached, the Employer may direct the Employee to attend at a specified work location. Where agreement cannot be reached, Senior Educators and Education Managers who are performing Teaching Delivery will be provided pro-rata non-Attendance Weeks based on their Teaching Delivery hours as a fraction of 800 hours.

14.6 Patterns of attendance for part-time Employees will be agreed in accordance with clause 9.3.

15 Allocation of duties

Note: this clause applies to part-time Employees on a pro-rata basis.

15.1 This clause does not apply to Casual Employees.

15.2 Within a calendar year, Employees are employed for 1748 Accountable Hours of work (based on an average of 7.6 hours per day), plus the public holidays set out in clause 21 and 152 hours (four weeks) of annual leave, which are not Accountable Hours.

15.3 Where an Employee takes more or less than four weeks of annual leave in a particular calendar year, the Employee's Accountable Hours for that year will be reduced or increased in accordance with clause 22.3 or 22.4.

15.4 Accountable Hours are comprised of the following:

15.4.1 Teaching Duties directly related to the teaching and learning program of the Employee's students and/or classes made up of:

15.4.1.1 Teaching Delivery up to a maximum of 800 hours per calendar year;

15.4.1.2 Preparation, planning, curriculum development and assessment undertaken prior to, during and after the completion of a student's course of study.

15.4.1.3 For each hour of Teaching Delivery that an Employee is allocated under sub-clause 15.4.1.1, the Employee will be allocated half an hour for the purpose of sub-clause 15.4.1.2 except where clause 15.4.1.4 applies.

15.4.1.4 Where an Employee is allocated to:

15.4.1.4.1 teach a class of 25 students or more under sub-clause 15.4.1.1; or

15.4.1.4.2 teach groups in a class with complex student demographics – e.g. Volume and diversity of students with Language, Literacy & Numeracy (LLN) needs and/or Education Access Plans (EAP), the Employee will be allocated 45 minutes for each hour of Teaching Delivery for the purpose of sub-clause 15.4.1.2.

15.4.2 Teaching Related Duties.

15.5 Teaching Delivery

15.5.1 Where an Employee is engaged for a fixed-term and that term only spans part of a calendar year, the maximum hours of Teaching Delivery that can be delivered in that year are:

Number of weeks engaged x 21 hours per week (capped at 800 hours per year).

15.5.2 Teaching Delivery will only be rostered during Attendance Weeks.

15.5.3 An Employee cannot be allocated more than 21 hours of Teaching Delivery per week unless the Employee is consulted with and agrees to an averaging arrangement. An Employee shall not unreasonably refuse to agree to an averaging arrangement. An averaging arrangement cannot provide for more than an average of 21 hours of Teaching Delivery per week over a maximum period of 10 Attendance Weeks.

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

15.6 Time allowances

The following time allowances count as Teaching Delivery for the purpose of the maximum Teaching Delivery in clause 15.4.1.1.

15.6.1 Senior Educator / Education Manager allowance

Up to a maximum of 800 hours per year for Employees classified as a Senior Educator or Education Manager.

15.6.2 Course Coordinator (or course/local level equivalent) allowance

Up to a maximum of 240 hours per year for Employees working as a Course Coordinator (or course/local level equivalent). In exceptional circumstances and at the Employer's discretion, this allowance may exceed 240 hours.

15.7 Deemed Teaching Delivery when on leave

The following hours of Teaching Delivery will be deemed to have been performed during periods of approved leave.

15.7.1 Annual leave: No Teaching Delivery is deemed.

15.7.2 Personal leave: Deemed to have performed Teaching Delivery that the Employee was rostered to perform.

15.7.3 All other leave types:

15.7.3.1 If leave is taken during an Attendance Week, the Employee is deemed to have performed four hours of Teaching Delivery for each day of leave.

15.7.3.2 If leave is taken outside the Attendance Weeks, no Teaching Delivery are deemed.

Deemed Teaching Delivery under sub-clause 15.7.3 shall not count towards the limits set in clauses 15.4.1.1 or 15.5.3 for the purpose of calculating Excess Teaching Delivery payments.

15.8 Excess Teaching Delivery

15.8.1 The Employer may consult with and seek agreement from an Employee to perform Teaching Delivery above the limits set in clauses 15.4.1.1 and 15.5.3 (**Excess Teaching Delivery**). The Employee will not unreasonably refuse a request to perform Excess Teaching Delivery. In determining whether the Employer's request is reasonable or an Employee's refusal is unreasonable, the factors below will be considered.

15.8.1.1 any risk to the Employee's health and safety from working the additional hours.

15.8.1.2 the Employee's personal circumstances, including family responsibilities.

15.8.1.3 the needs of the department in which the Employee is employed.

15.8.1.4 whether the Employee is entitled to receive Excess Teaching Delivery payments, penalty rates or other compensation for the additional hours, or receives a level of remuneration that reflects an expectation of working additional hours.

15.8.1.5 the notice (if any) given by the Employer of any request or requirement to work the additional hours.

15.8.1.6 the notice (if any) given by the Employee of their intention to refuse to work the additional hours.

15.8.1.7 the usual patterns of work in the department in which the Employee works.

15.8.1.8 the nature of the Employee's role and the Employee's level of responsibility.

15.8.1.9 any other relevant matter.

15.8.2 The following rates shall be paid for Excess Teaching Delivery.

15.8.2.1 Within ordinary hours, Monday to Sunday

Where the Excess Teaching Delivery occur within the Employee's ordinary hours, an amount of 50% of the Base Hourly Rate, in addition to their usual salary and any other loadings (such as loadings under clause 13.6 for working outside the span of hours) that apply to those hours.

For example, for each hour that an Employee performs Excess Teaching Delivery within their ordinary hours on a Sunday, the Employee will be paid at total of 200% of the Base Hourly Rate comprising:

Base Hourly Rate as part of their usual salary + 50% of Base Hourly Rate for Excess Teaching Delivery + 50% of Base Hourly Rate for working outside the span (see clause 13.6.3.3).

15.8.2.2 Overtime hours, Monday to Saturday

Where the Excess Teaching Delivery occur outside the Employee's ordinary hours on Monday to Saturday:

15.8.2.2.1 For the first 2 hours of Excess Teaching Delivery on each day, at the rate of 150% of the Base Hourly Rate.

15.8.2.2.2 Beyond the first 2 hours of Excess Teaching Delivery on each day, at the rate of 200% of the Base Hourly Rate.

15.8.2.3 Overtime hours, Sunday

Where the Excess Teaching Delivery occur outside the Employee's ordinary hours on a Sunday, at the rate of 200% of the Base Hourly Rate.

15.9 Preparation, planning, curriculum development and assessment duties

15.9.1 The Employer may allocate additional preparation, planning, curriculum development and assessment duties directly related to the teaching and learning program of the Employee's students and/or classes, as appropriate.

15.9.2 The Employer will have regard to the complexity of the allocated teaching load including factors such as class sizes, modes of assessment and mode of delivery and the amount of curriculum and/or competency revision and development required when determining whether additional duties should be allocated under clause 15.9.1.

15.10 Teaching Related Duties

15.10.1 All remaining hours, after the allocation of Teaching Delivery and preparation, planning, curriculum development and assessment/correction duties, will be Teaching Related Duties, provided that Employees are entitled to the following minimum:

15.10.1.1 A minimum of 76 hours per year of Professional Development,

15.10.1.2 For Employees who are elected as Health and Safety Representatives, an allocation of time as required in accordance with the Occupational Health and Safety Act 2004 (Vic) including, but not limited to, for the purposes of attending required training.

15.11 Rostering of duties

15.11.1 Except during the first four weeks of a teaching program in the first teaching period of each year:

15.11.1.1 duties shall be rostered with as much notice as practicable and be made no less than two weeks prior to the commencement of a teaching period unless otherwise agreed with the Employee or in circumstances where the minimum viable enrolments for a unit/class/course have not been met;

15.11.1.2 where any change to the roster occurs during a teaching period, the Employer must give the Employee at least four weeks' notice, unless otherwise agreed;

15.11.1.3 an Employee's attendance pattern during a teaching period may only be varied by agreement of the Employee concerned.

15.12 Class Sizes

15.12.1 When determining an appropriate class size the Employer will be guided by a risk management approach, which includes the following considerations:

15.12.1.1 workplace health & safety;

15.12.1.2 student characteristics, needs and behaviour management;

15.12.1.3 available facilities;

15.12.1.4 mode of delivery;

15.12.1.5 number of teachers delivering the class; and

15.12.1.6 availability of other support and resources.

16 Teacher work plans

Note: for the avoidance of doubt, the calculation of Teaching Delivery for the purposes of the teacher work plan will be based on the definition of Teaching Delivery in Schedule 1.

16.1 This clause does not apply to Casual Employees.

16.2 Line managers, in consultation with Employees, will be responsible for the appropriate and equitable distribution of workload within their management units.

16.3 The Parties agree that workloads will be regulated to ensure that Employees do not have excessive or unreasonable workloads.

16.4 Teacher work plans will be subject to an annual approach by line managers in consultation with individual Employees, with adjustment and review throughout each calendar year as required. Teacher work plans will reflect a fair, transparent and equitable workload in accordance with the provisions of this Agreement, particularly clause 15.

16.5 The teacher work plan shall allocate hours for duties and tasks which represent a fair, sufficient and accurate estimate of the time that a relevant, competent employee covered by the teacher work plan should take to perform that work at a professional standard.

16.6 The teacher work plan will allocate hours for duties and be determined by consultation and agreement between the Employer and Employee. The following principles will guide the setting of teacher work plans:

16.6.1 be inclusive of annual leave to be taken within the period of the work plan including any adjustment to Accountable Hours where required;

16.6.2 show Attendance Weeks and non-Attendance Weeks;

16.6.3 provide adequate preparation and curriculum development time;

16.6.4 be reviewed and varied as agreed between the Employer and Employee;

16.6.5 be reflective of a fair, transparent and equitable workload in accordance with the provisions of this Agreement.

16.7 The individual teacher work plan and all relevant information pertaining to the work plan will be finalised no later than 1 March of the year to which it applies. The Employee and line manager will be equally accountable to meet the timeline. For Employees who commence employment after 1 March, their work plan will be finalised as soon as practicable after commencement.

16.8 Where agreement of the teacher work plan cannot be reached between the Employee and line manager, the line manager will develop the teacher work plan in accordance with the provisions of the Agreement. The plan will then be reviewed by the line manager's supervisor as soon as practicable and where possible, by 15 March, after consultation with the line manager and Employee.

16.9 When reviewing the work plan, the line manager's supervisor will have regard to:

16.9.1 flexible work arrangements and/or requests, including in relation to family/carer responsibilities;

16.9.2 annual leave requests;

16.9.3 requests regarding timing of Attendance Weeks; and

16.9.4 any relevant information that the Employee or line manager provide.

16.10 If the Employee is not satisfied with the approved teacher work plan in accordance with the process outlined in clauses 16.8 – 16.9, the Employee may access the dispute resolution process in clause 39.

Section 4: Pay and benefits



17 Salaries and allowances

17.1 This clause does not apply to Casual Employees.

17.2 Employees covered by this Agreement shall be paid no less than the rate appropriate to their classification and mode of employment as specified in Schedule 2.

17.3 Teacher classification and incremental progression

17.3.1 In order to be employed as a Teacher at any level, an Employee must have the following vocational qualifications and experience:

	Qualification (Academic or Trade)	Work Experience (Years)
(a)	Bachelor degree (or equivalent)	2
(b)	Two year post year 12 Diploma (or equivalent)	3
(c)	Certificate IV (or equivalent)	4
(d)	Certificate III (or equivalent)	4

17.3.2 Teacher Level 1

An Employee who does not have a Cert IV Teaching Qualification will be classified as a Teacher Level 1.

17.3.3 Teacher Level 2

17.3.3.1 In order to be classified as a Teacher Level 2, an Employee must have a Cert IV Teaching Qualification.

17.3.3.2 Upon appointment, a new Employee, or an existing Employee who obtains the Cert IV Teaching Qualification, shall receive a maximum of two increments if any of the circumstances, or a combination of the circumstances, set out below apply:

17.3.3.2.1 One increment for each two years of approved actual teaching experience.

17.3.3.2.2 One increment for each two years of approved work experience in excess of the years listed in clause 17.3.1. For the purpose of this clause, work experience must directly relate 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.

17.3.3.2.3 One increment for each year of approved studies.

17.3.3.3 Teacher Level 2 Employees will proceed by annual increment from the minimum to the maximum increment within Level 2.

17.3.4 Teacher Level 3

17.3.4.1 In order to be classified as a Teacher Level 3, an Employee must have an AQF5+ Teaching Qualification.

17.3.4.2 Upon appointment, a new Employee, or an existing Employee who obtains an AQF5+ Teaching Qualification, shall receive a maximum of two increments if any of the circumstances, or a combination of the circumstances, set out below apply:

17.3.4.2.1 One increment for each two years of approved actual teaching experience prior to obtaining their AQF5+ Teaching Qualification.

17.3.4.2.2 One increment for each two years of approved work experience in excess of the years listed in clause 17.3.1. For the purpose of this clause, work experience must directly relate 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.

17.3.4.2.3 One increment for each year of approved studies.

17.3.4.3 Upon appointment, a new Employee, who is entitled to be classified as a Teacher Level 3, shall receive one increment for each completed year of actual teaching experience since obtaining their AQF5+ Teaching Qualification.

17.3.4.4 Teacher Level 3 Employees will proceed by annual increment from the minimum to the maximum increment within Level 3.

17.3.5 Deferral of increment

An annual salary increment may be withheld if an Employee does not achieve a satisfactory outcome on the annual review of their performance. Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual performance review, such an increment can only be deferred where the following process has been followed:

17.3.5.1 the Employer has counselled the Employee and explained clearly:

17.3.5.1.1 the requirements that are expected;

17.3.5.1.2 how the Employee has failed to fulfil these requirements; and

17.3.5.1.3 the consequences of continued or repeated failure to meet these requirements; and

17.3.5.2 the Employer has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.

The process outlined above must be 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.

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.

17.4 Higher duties allowance

Where an Employee is required to perform the duties of a higher level position such as a Senior Educator Level for which the remuneration is higher than that of the Employee for a period longer than one week, they shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed. The Employee shall also receive such time allowances as prescribed in this Agreement that pertain to the role for which they are receiving the higher remuneration.

17.5 Salary packaging

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 that their salary as specified in Schedule 2 shall be used for calculating all benefits or entitlements upon cessation of employment.

18 Superannuation

18.1 Superannuation legislation

18.1.1 The rights and obligations of this clause 18 supplement those in any applicable superannuation legislation.

18.1.2 In accordance with applicable superannuation legislation, if an Employee does not choose their own superannuation fund, contributions will be paid into the Employee's stapled superannuation fund as advised by the Australian Taxation Office (ATO). If an Employee does not choose a superannuation fund, and the Employee does not have a stapled superannuation fund, contributions will be paid into one of the following superannuation funds or its successor:

18.1.2.1 AustralianSuper;

18.1.2.2 Statewide Superannuation Trust;

18.1.2.3 Tasplan;

18.1.2.4 UniSuper Limited;

18.1.2.5 VicSuper;

18.1.2.6 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

18.1.2.7 a superannuation fund or scheme of which the Employee is a defined benefit member.

18.2 Employer contributions

18.2.1 Ongoing and fixed-term Employees – except ESS Super defined benefit members

For ongoing and fixed-term employees, the Employer will make superannuation contributions equal to 17% of an employee's Ordinary Time Earnings.

The contribution above is paid in satisfaction of any liability and to avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

18.2.2 Ongoing and fixed-term Employees – ESS Super defined benefit members

For an Employee who, as at the date that this Agreement commences operation, is a member of an ESS Super defined benefit scheme, the Employer must continue to make superannuation contributions in accordance with the Employee's pre-existing arrangements. If such an Employee ceases to be a member of an ESS Super defined benefit scheme, clause 18.2.1 will instead apply to that Employee.

18.2.3 Casual Employees

The Employer will make superannuation contributions at a rate which avoids the Employer being required to pay the superannuation guarantee charge under superannuation legislation.

18.3 Voluntary Employee contributions

18.3.1 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from either the gross or net wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 18.2.

18.3.2 An Employee may adjust the amount they have authorised the Employer to pay from their wages from the first of the month following the giving of three months' written notice to their Employer.

18.3.3 The Employer must pay the amount authorised under clause 18.3.1 and 18.3.2 no later than 28 days after the end of the month in which the deduction authorised under clause 18.3.1 and 18.3.2 was made.

19 Accident make up pay

19.1 This clause does not apply to Casual Employees.

19.2 Where an absence from duty results from an injury which is the subject of a claim for compensation under the *Accident Compensation Act 1985 (Vic) (ACA)* or the *Workplace Injury, Rehabilitation and Compensation Act 2013 (Vic) (WIRCA)* or any successor thereto, 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.

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

19.4 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 ACA or the WIRCA or any successor thereto, the Employee shall be entitled to accident make up pay. 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.

19.5 For the purposes of clause 19.4 of this Agreement, accident make up pay shall mean a weekly payment of an amount being the difference between the weekly amount of compensation payable to the Employee under the ACA or the WIRCA, and an amount equal to the pre-injury average weekly earnings (as defined in the ACA or the WIRCA) of the Employee immediately prior to the injury.

19.6 An Employee is not entitled to access personal leave with pay while receiving compensation payments for the same hours under the ACA or WIRCA or any successor thereto.

19.7 Any period of time during which make-up pay is paid shall 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.

20 Reimbursement of expenses

20.1 The Employer shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of their authorised duties. The amount of an expense will be considered to be reasonable where it does not exceed the relevant amount set by the Australian Taxation Office (ATO) as adjusted from time to time. Where an expense exceeds the relevant ATO amount, the Employer is only required to reimburse at the ATO rate, unless prior authorisation is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, the Employer shall reimburse the actual amount incurred.

20.2 Allowable expenses include:

20.2.1 travel, accommodation, meals and other incidental expenses associated with overnight or longer absences from home, or part day duties away from the workplace including professional development;

20.2.2 expenses incurred in the use of the Employee's private motor vehicle; and

20.2.3 any other expenses incurred in the course of the Employee's employment and authorised by the Employer.

20.3 Ordinarily the Employer will provide transport for Employees engaged in authorised work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use their private motor vehicle, they shall be reimbursed mileage costs subject to obtaining prior approval from the Employer to use the vehicle and submission of a declaration stating the date, purpose of the trip, number of kilometres and type of vehicle.

20.4 In circumstances which warrant it, the Employer may enter an agreement with an Employee to provide comprehensive insurance cover for the private vehicle of the Employee where the Employee is required to use the private vehicle for work.

Section 5: Public holidays and leave



21 Public holidays

21.1 An Employee is entitled to be absent from work on a public holiday in accordance with the NES.

21.2 Employees, other than Casual Employees, will be entitled to the following public holidays without loss of pay:

21.2.1 New Year's Day;

21.2.2 Australia Day;

21.2.3 Labour Day;

21.2.4 Good Friday;

21.2.5 Easter Saturday;

21.2.6 Easter Sunday;

21.2.7 Easter Monday;

21.2.8 Easter Tuesday;

21.2.9 ANZAC Day;

21.2.10 King's Birthday;

21.2.11 Friday before the AFL Grand Final;

21.2.12 Melbourne Cup Day;

21.2.13 Christmas Day;

21.2.14 Boxing Day;

21.2.15 any additional days declared or prescribed as public holidays in Victoria;

21.2.16 or any day or part-day substituted under Victorian law for a day or part-day that would otherwise be a public holiday.

21.3 Substitution of Australia Day public holiday

21.3.1 Subject to operational requirements, employees who do not wish to observe Australia Day may agree with their manager to work on Australia Day and substitute that public holiday for an alternative day within 1 month of Australia Day. Where such an agreement is made, the substitute day becomes the observed public holiday for that employee.

21.3.2 Where the University and an employee agree to substitute a public holiday in accordance with this clause, the employee has no entitlement to overtime or penalty rates for work performed on the gazetted public holiday.

21.4 Employees who are primarily engaged to perform work for the Employer in a State or Territory other than Victoria, shall be entitled to the relevant gazetted public holidays applicable to the particular State or Territory in which they are primarily engaged instead of, and not in addition to, the public holidays listed under clause 21.2.

21.5 Where the Employer requires an Employee to perform work on a public holiday, all work performed on that public holiday must be paid at 250% of the Employee's Base Rate of Pay.

22 Annual leave

22.1 This clause does not apply to Casual Employees.

22.2 Employees are entitled to 4 weeks of paid annual leave per year in accordance with the NES and this clause. Annual leave accrues progressively throughout a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

22.3 If an Employee takes more than 4 weeks of annual leave in a particular calendar year, then, for each additional week of annual leave taken the Employee's annual Accountable Hours reduce by 38 hours.

This clause applies on a pro rata basis for additional part weeks of annual leave taken and for part-time Employees.

22.4 If an Employee takes less than 4 weeks of annual leave in a particular calendar year, then, for each week of annual leave not taken the Employee's annual Accountable Hours increase by 38 hours.

This clause applies on a pro rata basis for part weeks of annual leave not taken and for part-time Employees.

22.5 The Employer may direct an Employee who has more than 6 weeks of accrued annual leave to take a period of annual leave in order to reduce the Employee's accrued annual leave, provided that the Employee retains a balance of at least 4 weeks accrued annual leave after the direction. The Employer must provide an Employee with at least four weeks' written notice of a direction to take annual leave in accordance with this sub-clause.

22.6 Annual leave shall be taken at a mutually agreeable time having regard to the operation of the Employer and a request for leave shall not be unreasonably refused.

22.7 By agreement between the Employer and an Employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, the Employer may make a corresponding deduction from any money due to the Employee on termination.

22.8 The Employer may specify a close-down period of up to 5 days, commencing no earlier than 24 December in one calendar year and ending no later than 2 January in the following calendar year, during which the Employer will be closing down its operations. For this period, the Employer may require an Employee to take annual leave, subject to the requirement that the Employee is given notice as soon as practicable of the Employer's intention to close down.

22.9 Annual leave loading

22.9.1 An annual leave loading of 17.5% of four weeks' pay shall be paid to each Employee in the last pay in August in respect of the preceding calendar year from 1 July to 30 June. Annual leave loading for part completed years of service will be paid on a pro-rata basis.

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

23 Purchased leave

23.1 This clause does not apply to Casual Employees.

23.2 An Employee may apply to their line manager to purchase four weeks of paid leave, in addition to their annual leave, by taking a commensurate reduction in salary for a twelve month period.

23.3 The application must identify the twelve month period during which the Employee will take the purchased leave and for which their salary will be reduced ("**Purchased Leave Period**").

23.4 To be eligible, an Employee's annual leave balance must not be in excess of two weeks as at the beginning of the Purchased Leave Period.

23.5 If the application is approved by the Employee's line manager, the line manager will submit it for final approval by the Employer.

23.6 If the Employer approves the purchased leave:

23.6.1 All of the purchased leave and at least four weeks of the Employee's annual leave must be taken during the Purchased Leave Period.

23.6.2 During the Purchased Leave Period, the Employee will be paid at the rate of 48/52 of their salary ("**Purchased Leave Rate**") including when on any periods of paid leave.

23.6.3 During the Purchased Leave Period, superannuation contributions will be based on the Purchased Leave Rate.

23.6.4 Approval is valid for the specified Purchased Leave Period only. If the Employee wishes to purchase leave in a subsequent twelve month period, they must reapply.

23.7 During a Purchased Leave Period, annual and personal leave will continue to accrue based on the Employee's usual ordinary hours of work. The Purchased Leave Period is also taken to be a period of employment when calculating the length of an Employee's Continuous Employment for the purposes of long service leave.

24 Personal/carer's leave

24.1 Employees are entitled to personal/carer's leave in accordance with the NES and this clause.

24.2 An Employee, other than a Casual Employee, is entitled to 15 days of paid personal/carer's leave for each year of service.

24.3 An Employee, other than a Casual Employee, will be credited with 15 days of paid personal/carer's leave upon appointment. After completion of the first year of service, leave will accrue progressively during each year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

24.4 The Employer may grant paid personal/carer's leave in advance of the entitlement accruing. Provided that, if the leave is taken in advance and the employment terminates before the entitlement has accrued, the Employer may make a corresponding deduction from any money due to the Employee on termination.

24.5 An Employee, other than a Casual Employee, may take paid personal/carer's leave if the leave is taken:

24.5.1 because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

24.5.2 to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:

24.5.2.1 a personal illness, or personal injury, affecting the member; or

24.5.2.2 an unexpected emergency affecting the member.

24.6 Evidence requirements

24.6.1 Within a 12-month period, an Employee may use up to 5 days of personal/carer's leave without providing evidence, provided that none of those absences are for 3 or more consecutive working days.

24.6.2 Any absence on personal/carer's leave of 3 or more consecutive working days must be supported by evidence that would satisfy a reasonable person that the leave is being taken for a permissible purpose (for example, a medical certificate).

24.6.3 Any absence which causes an Employee's total personal/carer's leave use to exceed 5 days within a 12-month period must be supported by evidence that would satisfy a reasonable person that the leave is being taken for a permissible purpose (for example, a medical certificate).

24.6.4 Where a weekend and/or public holiday falls between two working days, those working days are considered to be consecutive working days for the purposes of this clause.

24.7 Where an Employee with accrued personal/carer's leave credits is ill or injured for at least 5 consecutive days whilst on long service leave, the Employee shall be entitled to be placed on personal/carer's leave upon provision of a medical certificate and no deduction shall be made from the Employee's long service leave credits for the days in question.

24.8 The Employer shall recognise the cumulative personal/carer's leave credits from the immediate prior employment at any of the following authorities or institutions:

24.8.1 a Victorian TAFE Institute or University; or

24.8.2 any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment.

24.9 Any claim for recognition of cumulative personal/carer's leave must be made within six months of the Employee's date of appointment.

24.10 Employees, including Casual Employees, are entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of:

24.10.1 a personal illness or injury affecting the member; or

24.10.2 an unexpected emergency affecting the member.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

24.11 An Employee who supports an individual who is experiencing family violence may use their carer's leave entitlements to arrange for the safety of the individual, accompany the individual to court, to the hospital, to access police services, or to mind their children. This is limited to 5 days in any 12-month period if the individual is not a member of the Employee's Immediate Family or household. Additional leave may be granted on a case by case basis.

25 Compassionate leave

25.1 Employees are entitled to compassionate leave in accordance with the NES and this clause.

25.2 Upon the provision of reasonable evidence, an Employee shall be entitled to compassionate leave in accordance with the below table.

Employment type	Occasion	
	Death of Immediate Family or household member or still birth of a child where the child would have been a member of the Employee's household, if the child had been born alive	Life-threatening illness or injury to Immediate Family or household member
Ongoing / fixed-term	3 days of paid leave per occasion	2 days of paid leave per occasion
Casual	3 days of unpaid leave per occasion	3 days of unpaid leave per occasion

26 Parental leave

26.1 Summary of parental leave entitlements

26.1.1 Parental leave entitlements are summarised in the following table:

	Paid leave	Unpaid leave	Total
Non-Casual Employees			
Primary Caregiver – At least 12 months' Continuous Service	14 weeks of paid leave; and 38 weeks of 60% paid leave / 40% unpaid leave	Nil (Right to request up to 52 additional weeks unpaid leave)	52 weeks (Up to 104 weeks if request granted)
Primary Caregiver – Less than 12 months' Continuous Service	One week of paid leave per month of completed service	Up to 52 weeks, less any paid leave	52 weeks
Secondary Caregiver	4 weeks of paid leave	Nil	4 weeks
Foster parent leave	6 weeks at 50% pay for a child under 5 years 3 weeks at 50% pay for a child 5 years or older	Nil	6 weeks 3 weeks
Non-Casual Employees			
Eligible Casual Employee	Nil	52 weeks	52 weeks

26.1.2 This clause operates in conjunction with the NES provisions relating to parental leave. The NES contains entitlements to parental leave which may be accessed by an Employee in conjunction with, instead of or in addition to the entitlements under this clause, subject to the Employee meeting any eligibility requirements set by the NES. Such entitlements may include:

26.1.2.1 flexible parental leave;

26.1.2.2 keeping in touch days;

26.1.2.3 unpaid special parental leave;

26.1.2.4 transfer to a safe job;

26.1.2.5 paid/unpaid no safe job leave;

26.1.2.6 unpaid pre-adoption leave.

26.2 Eligible Casual Employees

26.2.1 An Eligible Casual Employee is entitled to 12 months of unpaid parental leave in accordance with the NES.

26.2.2 A Casual Employee, including an Eligible Casual Employee, is not entitled to any paid parental leave under this clause. The remainder of this clause does not apply to Casual Employees.

26.3 Parental leave entitlements

26.3.1 In order for an Employee to be entitled to parental leave in accordance with this clause, the leave must be associated with either:

26.3.1.1 the birth of a child (or children from a multiple birth) of the Employee or the Employee's Spouse;

26.3.1.2 the placement of a child with the Employee for adoption, provided that the child:

26.3.1.2.1 is, or will be, under 16 years of age as at the day of placement, or the expected day of placement;

26.3.1.2.2 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

26.3.1.2.3 is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

26.3.2 Primary Caregiver entitlement – at least 12 months' Continuous Service

26.3.2.1 An Employee who is the Primary Caregiver for the child and who, as at the date of commencement of the leave, has completed at least 12 months' Continuous Service with the Employer since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:

26.3.2.1.1 14 weeks of paid leave; and

26.3.2.1.2 38 weeks of 60% paid leave and 40% unpaid leave.

26.3.2.2 An Employee may, with the agreement of their manager, return to work during the period of up to 38 weeks' leave of 60% paid leave, which will reduce or replace the 40% unpaid leave. An Employee will not be able to work or be paid for more than their full-time fraction with the combination of Primary Caregiver leave and work. The Employee must be the Primary Caregiver for the child on the leave days in order to remain eligible for Primary Caregiver leave.

26.3.2.3 An Employee may, with the agreement of their manager, take 28 weeks of 50% paid leave and 50% unpaid leave instead of the 14 weeks' paid leave, resulting in the Employee taking up to 66 weeks of parental leave.

26.3.2.4 If requested by the Employee, the Primary Caregiver leave may be paid to the Employee in advance as a lump sum.

26.3.3 Primary Caregiver entitlement – less than 12 months' Continuous Service

26.3.3.1 An Employee who is the Primary Caregiver for the child but who, as at the date of commencement of the leave, has completed less than 12 months' Continuous Service with the Employer since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:

26.3.3.1.1 one week of paid leave for each completed month of Continuous Service (but not less than four weeks' paid leave); and

26.3.3.1.2 additional unpaid leave, such as to bring the total period of parental leave to no more than 52 weeks.

26.3.3.2 If requested by the Employee, the paid Primary Caregiver leave may be paid to the Employee in advance as a lump sum.

26.3.4 Primary Caregiver entitlement – employee couples

26.3.4.1 An Employee is a member of an employee couple if both the Employee and the Employee's Spouse are employees of the Employer (whether the Employee's Spouse's employment is covered by this Agreement or another instrument).

26.3.4.2 The combined amount of paid parental leave which may be taken by an employee couple cannot exceed 52 weeks of leave, unless an Employee is taking 50% paid leave in accordance with clause 26.3.2.3 (or the Employee's Spouse is taking a portion of their leave at half pay under an equivalent clause in the instrument that applies to them), in which case the combined period of paid leave cannot exceed 66 weeks.

26.3.5 Taking Primary Caregiver leave

26.3.5.1 For the purposes of this clause 26, birth parent means the biological parent who carries and births the child.

26.3.5.2 If the Employee is the birth parent and they will be the first Primary Caregiver, their period of birth-related parental leave must start no sooner than 20 weeks before the expected date of birth and must start no later than the date of birth.

However, if a pregnant Employee continues to work during the six-week period immediately preceding the expected date of birth, the Employer may require the Employee to provide a medical certificate stating that they are fit to perform their normal duties. If the Employee provides such a certificate, they may continue to work. If the Employee does not provide such a medical certificate within 7 days, or provides a medical certificate stating that the Employee is not fit to perform their normal duties, the Employer may require the Employee to commence Primary Caregiver leave.

26.3.5.3 If the Employee is not the birth parent and they will be the first Primary Caregiver, their period of parental leave must start on the date of birth/placement.

26.3.5.4 If the Employee is the second Primary Caregiver, their period of parental leave must start immediately following the end of the first Primary Caregiver's period of parental leave.

26.3.5.5 Primary Caregiver leave must be taken in a single continuous period (except keeping in touch days and any part-time Primary Caregiver leave taken in accordance with clause 26.3.2.2).

26.3.5.6 Any paid Primary Caregiver leave must end before the child's first birthday (birth-related leave) or first anniversary of placement (adoption-related leave) unless the Employee is taking 50% paid leave in accordance with clause 26.3.2.3, in which case the end date must be no later than 14 weeks after the child's first birthday or anniversary of placement.

26.3.6 Secondary Caregiver entitlement

26.3.6.1 An Employee who is a Secondary Caregiver for the child is entitled to four weeks' paid parental leave.

26.3.6.2 An Employee may take both Secondary Caregiver and Primary Caregiver leave in relation to the same child; however, the Employee's entitlement to paid Primary Caregiver leave under sub-clause 26.3.2.1 or 26.3.3.1 is reduced by the amount of any Secondary Caregiver leave taken by that Employee.

26.3.7 Taking Secondary Caregiver leave

26.3.7.1 Secondary Caregiver leave must start no sooner than three months before the expected date of birth/placement and must end no later than three months after the date of birth/placement.

26.3.7.2 Secondary Caregiver leave may be taken in a single continuous period or in separate, shorter periods.

26.4 Notice and evidence requirements

26.4.1 An Employee must give the Employer at least 10 weeks' written notice of their intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide the following documentation to the Employer:

26.4.1.1 Birth-related leave

26.4.1.1.1 A statutory declaration stating:

26.4.1.1.1.1 that a child of the Employee or the Employee's Spouse has been or is expected to be born;

26.4.1.1.1.2 the actual or expected date of birth;

26.4.1.1.1.3 that the Employee will be either the Primary Caregiver or the Secondary Caregiver, as appropriate;

26.4.1.1.1.4 the particulars of any parental leave that the Employee's Spouse has taken or intends to take; and

26.4.1.1.1.5 that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment; and

26.4.1.1.2 A medical certificate stating the actual or expected date of birth.

26.4.1.2 Adoption-related leave

26.4.1.2.1 A statutory declaration stating:

26.4.1.2.1.1 that a child is to be placed with the Employee for adoption;

26.4.1.2.1.2 the actual or expected date of placement;

26.4.1.2.1.3 the age of the child at the actual or expected date of placement;

26.4.1.2.1.4 that the Employee will be either the Primary Caregiver or the Secondary Caregiver, as appropriate;

26.4.1.2.1.5 the particulars of any parental leave that the Employee's Spouse has taken or intends to take; and

26.4.1.2.1.6 that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment; and

26.4.1.2.2 A statement from an adoption agency or other appropriate body confirming the adoption, including the actual or expected date of placement.

26.4.2 At least four weeks before the intended commencement of parental leave, the Employee must give the Employer written confirmation of the intended start and end dates notified in accordance with clause 26.4.1, or advise the Employer of any changes to the start and end dates notified in accordance with clause 26.4.1.

26.5 Use of leave

26.5.1 Instead of taking unpaid leave (including unpaid leave that runs concurrently with 50% or 60% paid leave), an Employee may take annual, long service or personal/carer's leave, subject to the usual requirements for taking such leave.

26.5.2 Annual, long service or personal/carer's leave taken in accordance with clause 26.5.1 does not extend the Employee's parental leave entitlements.

26.5.3 An Employee cannot be paid for more than their full-time fraction with a combination of paid parental leave and other leave taken in accordance with clause 26.5.1.

26.6 Varying parental leave

26.6.1 Extending Primary Caregiver parental leave

26.6.1.1 An Employee who has initially elected not to take their full entitlement to Primary Caregiver leave, may extend the period of Primary Caregiver leave on one occasion by giving the Employer at least 14 days' written notice, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.

26.6.1.2 An Employee and the Employer may agree in writing to further extensions to the Employee's Primary Caregiver leave, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.

26.6.2 Shortening Primary Caregiver leave

An Employee may apply to shorten a period of Primary Caregiver leave by giving the Employer at least 14 days' written notice. The Employer may grant or reject such an application at its discretion.

26.7 Unplanned ending of parental leave

26.7.1 If Primary Caregiver leave has commenced, or has been applied for but not yet commenced, and:

26.7.1.1 the Employee's pregnancy terminates other than by the birth of a living child; or

26.7.1.2 the child dies during the period that the Employee is on leave;

the Employee shall be entitled to 14 weeks of paid leave and 12 weeks of unpaid leave, or such longer period of unpaid leave as may be certified by a medical practitioner up to a total of 52 weeks of combined paid and unpaid leave.

26.7.2 If Secondary Caregiver leave has commenced and the child dies during the period that the Employee is on leave, the Employee is entitled to up to ten days of unpaid leave, or such longer period of unpaid leave as may be certified by a medical practitioner up to a total of 4 weeks, in addition to any period of compassionate leave or personal/carers' leave that the Employee is otherwise entitled to under this Agreement.

26.8 Extending parental leave beyond 52 weeks

26.8.1 Extending by up to a further 52 weeks

An Employee who is on Primary Caregiver leave may request to take a period of unpaid parental leave for a period of up to 52 weeks immediately following the end of the Primary Caregiver leave period. The request must be in writing and must be given to the Employer at least four weeks before the end of the Primary Caregiver leave.

The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made. If the Employer refuses the request, the response must set out the reason(s) for the refusal and the Employer may only refuse the request on reasonable business grounds.

26.9 Returning to work

26.9.1 At least four weeks before the end of the notified parental leave period, the Employee must give the Employer written confirmation of the Employee's return to work. Any variation or extension to the Employee's parental leave period must be in accordance with clause 26.5 or 26.7.

26.9.2 On ending parental leave, an Employee is entitled to return to their pre-parental leave position or, if that positions no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to their pre-parental leave position.

26.9.3 An Employee returning to work from parental leave has the right to request to return to their pre-parental leave position on a part-time basis until the child reaches school age. The Employer will consider the request having regard to the Employee's circumstances and, provided that the request is genuinely based on the Employee's parental responsibilities, the Employer may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency or the impact on customer service.

26.10 Fixed-term Employees

26.10.1 If a fixed-term Employee's employment ends upon the expiry of their fixed-term contract, their entitlement to parental leave will also end on that date, except as provided in clauses 26.10.2 or 26.10.3.

26.10.2 If a fixed-term Employee's contract expires during a period of Primary Caregiver leave or when the Employee is at least 20 weeks pregnant, the Employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave, unless:

26.10.2.1 the Employee was offered and refused another contract of broadly comparable employment; or

26.10.2.2 the work that the Employee was performing under the fixed-term contract is no longer required to be performed at all; or

26.10.2.3 the Employee was engaged to replace a staff member on leave or on secondment.

26.10.3 If a fixed-term Employee's contract expires during a period of Primary Caregiver leave and the Employee is re-engaged on another employment contract after a gap of no more than 12 months, the Employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave that the Employee would have had if their employment had not ended.

26.11 Foster parent leave

26.11.1 The preceding provisions of this clause 26 do not apply to foster parent leave.

26.11.2 An Employee who is acting as the Primary Caregiver of a foster child is entitled to take the following periods of leave commencing on the date that the child enters their care:

26.11.2.1 if the child is under five years of age, six weeks' leave at 50% of the Employee's Full Rate of Pay;

26.11.2.2 if the child is five years of age or older, but under 16 years of age, three weeks' leave at 50% of the Employee's Full Rate of Pay.

27 Long service leave

27.1 Employees are entitled to long service leave in accordance with this clause.

27.2 For the purposes of this clause 27:

Continuous Employment has the same meaning as defined in the LSL Act.

Ordinary Pay has the same meaning as defined in the LSL Act.

27.3 Entitlement

An Employee is entitled to 9.1 weeks of long service leave on Ordinary Pay on completion of 7 years' Continuous Employment and 1.3 weeks of long service leave for each additional year of Continuous Employment thereafter.

27.4 Payment of outstanding leave on termination

27.4.1 Where, on termination of employment, payment is made in lieu of long service leave accrued but not taken, the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.

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

27.4.2.1 the employment of the Employee terminates after seven or more years' Continuous Employment; or

27.4.2.2 the employment terminates after four or more years' Continuous Employment with the Employer because the Employee is retrenched, retires on the grounds of age or ill health, or dies.

27.5 Public holidays during leave

Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave taken by the Employee.

27.6 Recognised service

27.6.1 This sub-clause 27.6 does not apply to Casual Employees.

27.6.2 For the purpose of determining an Employee's entitlement to long service leave, employment at any of the following authorities or institutions shall count towards the Employee's Continuous Employment:

27.6.2.1 a Victorian TAFE Institute or University; or

27.6.2.2 a Victorian state primary school or state secondary school; or

27.6.2.3 the Public Service of Victoria; or

27.6.2.4 a public entity as defined by section 5 of the *Public Administration Act 2004 (Vic)* or its successor; or

27.6.2.5 any other previous employer as may be agreed between the Employee and the Employer at the time of the Employee's appointment;

but the following shall not count towards the Employee's Continuous Employment:

27.6.2.6 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

27.6.2.7 any period of service with an authority or institution listed above, which preceded a break of more than 12 months in the Employee's continuous employment.

27.6.3 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 Employment for long service leave purposes.

27.7 Time of taking leave

An Employee may take long service leave at a time of their choosing if they provide 6 months' notice, or at a mutually agreeable time where a lesser period of notice is provided.

27.8 Payment for leave

The Employee may elect to convert all or part of the period of entitlements to double the period by taking leave on half pay.

27.9 Counting of casual service prior to 2 December 2015

27.9.1 Summary table

Type of employment pre-2 December 2015	Service counting towards Continuous Employment pre-2 December 2015	Service counting towards Continuous Employment post-2 December 2015
Ongoing or fixed-term employment on full-time, and/ or regular part-time basis only	Service counts	Service counts
Combination of casual employment and non-casual employment	Both casual and non-casual service counts towards the qualifying period to access long service leave. But, only non-casual service counts for the purposes of calculating the amount of any long service. For the avoidance of doubt, when calculating entitlements to long service leave any entitlement to leave will be pro-rated to cover periods of ongoing Full-Time, regular Part-Time or fixed-term employment only.	Service counts
Casual employment only	No service counts	Service counts

27.9.2 The Victorian TAFE Teaching Staff Multi-Business Agreement 2009 states that, Casual Employees were not entitled to long service leave. Pursuant to section 113A of the FW Act, this sub-clause specifies that the period prior to 2 December 2015 is an excluded period for the purposes of long service leave for those Casual Employees, subject to clauses 27.9.3 and 27.9.4.

27.9.3 Employees with a combination of casual and non-casual service prior to 2 December 2015

27.9.3.1 This sub-clause 27.9.3 applies if, prior to 2 December 2015, an Employee had a combination of:

27.9.3.1.1 periods of service as a Casual Employee; and

27.9.3.1.2 periods of service as an ongoing and/or fixed-term employee on a full-time or regular part-time basis.

27.9.3.2 The periods of service as a Casual Employee:

27.9.3.2.1 count towards the Employee's Continuous Employment for the purposes of the 7-year qualifying period for accessing long service leave set out in clause 27.3; but

27.9.3.2.2 do not count towards the Employee's Continuous Employment for the purposes of calculating the amount of long service leave to which the Employee is entitled.

27.9.4 Employees with casual service only prior to 2 December 2015

If an Employee's only service prior to 2 December 2015 was as a Casual Employee, the Employee's service prior to 2 December 2015 does not count, and never again counts, as service towards the Employee's Continuous Employment for any long service leave purposes.

28 Community service leave

28.1 Employees are entitled to community service leave in accordance with the NES and this clause.

28.2 Emergency service leave

28.2.1 An Employee may be granted up to 38 hours of leave, paid at the Employee's Base Rate of Pay in circumstances where an Employee is requested by an Emergency Service, of which they are a member, to attend an emergency situation which is causing or threatens to cause damage or injury to life, property or stock. The Employer may approve further leave with pay where the need is of such a magnitude as to warrant special consideration.

28.2.2 This provision shall apply to Casual Employees who would have continued to be engaged but for the emergency response situation. For this class of Employee, where no loss of wages would have occurred, the entitlement of the Employee shall be that of a right to return to their former position.

28.2.3 For the purpose of sub-clauses 28.2.1 and 28.2.2, "Emergency Service" includes the Country Fire Authority, Rural Fire Services, State Emergency Services, Coast Guard, and St John Ambulance.

28.3 Court attendance leave

28.3.1 An Employee, other than a Casual Employee, who is required to appear and serve as a juror in any court shall be granted leave at the Employee's Base Rate of Pay for the period during which the attendance of the Employee at court is required.

28.3.2 An Employee, other than a Casual Employee, who is required to attend court under subpoena or order shall be paid for the period of that attendance at the Employee's Base Rate of Pay.

28.3.3 To obtain approval for leave under this clause, the Employee must provide the Employer with documentation from the relevant court evidencing the Employee's attendance.

28.4 Defence reserve leave

28.4.1 An Employee, other than a Casual Employee, who is a voluntary member of the Australian defence reserves, may be granted up to two weeks of leave per calendar year, paid at the Employee's Base Rate of Pay, for the purpose of attending annual defence reserve training. Such an Employee is also entitled to a further four days of paid leave per calendar year for the same purpose, on the certification of the commanding officer of the particular service unit concerned.

28.4.2 Applications for paid defence reserve leave must be submitted for approval to the Employer along with documentation from the relevant defence reserve evidencing the Employee's attendance at the annual training.

29 Leave for Aboriginal and Torres Strait Islander cultural and ceremonial purposes

29.1 This clause does not apply to Casual Employees.

29.2 Employees who identify as Aboriginal or Torres Strait Islander will be entitled to 10 days of leave paid at the employee's Base Rate of Pay for the purposes of:

29.2.1 attending to their ceremonial/cultural obligations which may be traditional or urban in nature; or

29.2.2 preparing for or attending Aboriginal or Torres Strait Islander community organisation business or cultural events

29.3 If an employee exhausts the 10 days of paid leave, they may request up to 5 days of unpaid leave.

29.4 Applications for leave under this clause should be accompanied by documentary evidence of the activity requiring attendance and absence from work where appropriate.

30 Religious and cultural leave

30.1 This clause does not apply to Casual Employees.

30.2 An employee may be granted up to 10 days of unpaid leave per calendar year for religious or cultural purposes, provided that the leave is requested and approved in advance by the Employee's manager.

30.3 Applications for leave under this clause should be accompanied by documentary evidence of the activity requiring attendance and absence from work where appropriate.

31 Trade Union training leave

31.1 This clause does not apply to Casual Employees.

31.2 Employees shall be entitled to a maximum of five days of leave per calendar year, or an aggregate of ten days of paid leave over two calendar years, paid at the Employee's Base Rate of Pay, to attend Union training courses or seminars.

31.3 Any such leave taken under this clause constitutes leave for the purposes of an employee's training entitlement under the workplace delegates' rights term at clause 44.7.2 of this Agreement and will count as leave taken for the purposes of both this clause and clause 44.7.2. For example, five days of leave taken under this clause in calendar year 2026 would also constitute five days of paid time release taken for the purposes of clause 44.7.2.

31.4 For the avoidance of doubt, a workplace delegate cannot, in any given calendar year, take leave under this clause or clause 44.7 of this Agreement if the delegate has already taken leave for the purposes of this clause or clause 44.7.2 (or both) which in aggregate exceeds:

31.4.1 five days for that same calendar year; or

31.4.2 ten days in aggregate over that same calendar year and the previous calendar year.

31.5 Applications for such leave must be approved prior to the taking of leave. Such applications will not be unreasonably refused providing:

31.5.1 the application is accompanied by a letter from the authority conducting the activity or course stating that the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and

31.5.2 the release of the Employee does not cause undue inconvenience to the Employer.

31.6 Leave granted under this clause:

31.6.1 may include any necessary travelling time in normal working hours immediately before or after the activity or course; and

31.6.2 shall count as service for all purposes.

31.7 An Employee granted leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

32 Study leave

32.1 This clause does not apply to Casual Employees.

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

32.3 Applications for such leave shall not be unreasonably refused.

33 Sabbatical leave

33.1 This clause does not apply to Casual Employees.

33.2 On application, the Employer may grant an Employee sabbatical leave of one year, once in every five calendar years, on 80% of the Employee's annual Base Rate of Pay, subject to the Employee agreeing to have their annual Base Rate of Pay reduced by 20% for the relevant four year work period preceding the leave and the Employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.

33.3 Unless otherwise agreed, the leave shall be taken immediately following the completion of the relevant work period during which the annual Base Rate of Pay was reduced.

33.4 Sabbatical leave shall count as service for all purposes.

34 Family and domestic violence support

34.1 The Employer recognises that some of its staff may experience situations of violence and abuse in their family life which may impact on their attendance or performance at work.

34.2 In accordance with section 106B of the FW Act, for the purposes of this clause 34:

34.2.1 "family and domestic violence" means violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

- seeks to coerce or control the person; and
- causes the person harm or to be fearful.

34.2.2 "close relative of a person" means another person who:

- is a member of the first person's immediate family; or
- is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

34.2.3 "immediate family" means:

- a person's spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.

34.3 Employees experiencing family and domestic violence are entitled to 10 days' paid leave per year for the purposes of attending medical appointments, legal proceedings, seeking safe housing, or other activities related to dealing with family and domestic violence.

34.4 Where an Employee requires more than 10 days of leave in a particular year, additional paid leave may be available upon application to the Chief People Officer. The amount of leave provided will be determined by the individual's situation through consultation between the Employee, an Employer appointed expert per clause 34.8 and People & Culture.

34.5 Family and domestic violence is available in addition to other existing leave entitlements and may be taken as consecutive or single days, multiple days or part days.

34.6 In addition to the entitlements in clauses 34.3 and 34.4, for Employees who are experiencing family and domestic violence, the following forms of support will be provided in the circumstances described:

34.6.1 **Individual support:** The Employer will, in consultation with the relevant manager, approve reasonable requests for the following:

- changes to hours of work and other appropriate flexible working arrangements;
- changes to phone numbers and/or email addresses;
- changes to work location; and
- other paid leave entitlements.

34.7 The Employer at its discretion may request relevant supporting evidence that would satisfy a reasonable person, which can take the form of a document issued by the police force, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional. Such evidence may be provided as soon as is reasonably practicable after the leave is taken and payment will not be withheld due to delay in provision of the evidence.

34.8 The Employer will appoint at least two persons who have expertise supporting persons who are experiencing family and domestic violence to be contact points for staff affected by family and domestic violence and will publicise their contact details on a regular basis to all Employees.

34.9 All personal information concerning family and domestic violence will be kept confidential in line with relevant Employer policies and relevant legislation.

34.10 This clause applies to all Employees, including Casual Employees.

35 Gender affirmation leave

35.1 An Employee may take up to 50 days of paid leave throughout the life of their employment with no more than 30 days taken in any calendar year, to take necessary steps to affirm their gender, provided that the leave is requested in advance.

35.2 Leave under this clause may be used for social, medical and legal purposes.

35.3 This clause does not apply to Casual Employees.

Section 6: Flexibility arrangements



36 Individual flexibility arrangement

36.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

36.1.1 the arrangement deals with one or more of the following matters:

36.1.1.1 part-time employment;

36.1.1.2 annual leave loading;

36.1.1.3 hours of work; and

36.2 The Employer must ensure that:

36.2.1 the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters listed in clause 36.1.1;

36.2.2 the arrangement is genuinely agreed to by the Employer and Employee;

36.2.3 agreement to a flexibility arrangement must not be a precondition for employment, reclassification or promotion;

36.2.4 the Employee is advised that they are entitled to have a representative negotiate a flexibility arrangement on their behalf, providing that there is no requirement for the consent of a third party to the arrangement as specified in section 203(5) of the FW Act;

36.2.5 the Employee and their representative must have at least three working days to consider the proposal; and

36.2.6 the Employee is provided with a copy of the written agreement and a copy of that agreement is retained as a time and wages record.

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

36.3.1 are about permitted matters under section 172 of the FW Act;

36.3.2 are not unlawful terms under section 194 of the FW Act; and

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

36.4 The Employer must ensure that the individual flexibility arrangement: is in writing;

36.4.1 includes the name of the Employer and Employee;

36.4.2 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.

36.4.3 includes details of:

36.4.3.1 the terms of the Agreement that will be varied by the arrangement;

36.4.3.2 how the arrangement will vary the effect of the terms;

36.4.3.3 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

36.4.4 states the day on which the arrangement commences.

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

36.6 The Employer or Employee may terminate the individual flexibility arrangement:

36.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or

36.6.2 if the Employer and Employee agree in writing at any time.

Section 7: Consultation and dispute resolution



37 Consultation

37.1 This clause applies if the Employer:

37.1.1 proposes to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on the Employee(s); or

37.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employee(s).

37.2 In this clause:

Relevant Employee(s) means the Employee(s) who may be affected by a change referred to in clause 37.1.

37.3 Major change

37.3.1 For a major change referred to in clause 37.1.1:

37.3.1.1 the Employer must notify the Relevant Employee(s) and their Union of the proposal to introduce the major change; and

37.3.1.2 clauses 37.3.2to 37.3.7 apply.

37.3.2 The Relevant Employee(s) may appoint a representative for the purposes of the procedures in this clause.

37.3.3 If:

37.3.3.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

37.3.3.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

37.3.4 As soon as practicable after the Employer has developed a change proposal, the Employer must:

37.3.4.1 discuss with the Relevant Employee(s) and their representatives:

37.3.4.1.1 the introduction of the change; and

37.3.4.1.2 the effect the change is likely to have on the Employee(s); and

37.3.4.1.3 measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employee(s); and

37.3.4.2 for the purposes of the discussion – provide, in writing, to the Relevant Employee(s) and their representatives:

37.3.4.2.1 all relevant information about the change including the nature of the change proposed; and

37.3.4.2.2 information about the expected effects of the change on the Employee(s); and

37.3.4.2.3 any other matters likely to affect the Employee(s).

37.3.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employee(s).

37.3.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employee(s) and/or their representatives before a decision about implementation of the change is made.

37.3.7 Significant effects include:

37.3.7.1 the termination of employment of Employee(s); or

37.3.7.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employee(s); or

37.3.7.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

37.3.7.4 the alteration of hours of work; or

37.3.7.5 the need to retrain Employee(s); or

37.3.7.6 the need to relocate Employee(s) to another workplace, provided that this does not include instances where an Employee is already contracted to work across multiple workplaces operated by the Employer; or

37.3.7.7 the restructuring of jobs.

37.4 Change to regular roster or ordinary hours of work

37.4.1 For a change referred to in clause 37.1.2:

37.4.1.1 the Employer must notify the Relevant Employee(s) of the proposed change; and

37.4.1.2 clauses 37.4.2 to 37.4.6 apply.

37.4.2 The Relevant Employee(s) may appoint a representative for the purposes of the procedures in this clause.

37.4.3 If:

37.4.3.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

37.4.3.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

37.4.4 As soon as practicable after proposing to introduce the change, the Employer must:

37.4.4.1 discuss with the Relevant Employee(s) the introduction of the change; and

37.4.4.2 for the purposes of the discussion – provide to the Relevant Employee(s):

37.4.4.2.1 all relevant information about the change, including the nature of the change; and

37.4.4.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees; and

37.4.4.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

37.4.4.3 invite the Relevant Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

37.4.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employee(s).

37.4.6 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employee(s) before a decision about implementation of the change is made.

37.5 Employer's duty to be reasonable

37.5.1 The Employer shall take reasonable steps to mitigate the adverse effects of the change upon Employees.

37.5.2 This clause shall not derogate from any other obligations the Employer has under this Agreement.

37.5.3 At all stages during this consultation process the Employees may seek the assistance of a representative.

38 VET consultative committee

38.1 The Employer and the Union(s) shall establish a VET consultative committee with representatives of each of the Employer and the Union(s).

38.2 The committee shall be a forum for open discussion and shall use reasonable endeavours to meet monthly where practicable, or as required, to discuss matters involving implementation of the Agreement and matters affecting Employees generally.

39 Dispute resolution

39.1 Where there is a dispute between the Parties about any matters arising under the Agreement or in relation to the NES (including a dispute about whether the Employer had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act), the procedures contained in this clause will be followed.

39.2 Throughout these procedures, an Employee may be represented by the Union or other nominated employee representative.

39.3 A dispute arising between an Employee or group of Employees and a line manager will, in the first instance, be discussed by them without delay in an effort to resolve the matter promptly. The line manager may seek the assistance of a representative of the Employer.

39.4 Where the steps in clause 39.3 are unsuccessful or the Employer or Union wishes to raise a dispute, a representative of the Union or other nominated employee representative and a representative of the Employer will discuss the dispute and attempt to reach agreement to resolve the dispute.

39.5 Before the meeting in clause 39.4 occurs, the party that raises the dispute must provide the other party with a document that sets out full details of:

39.5.1 the basis of the dispute; and

39.5.2 the outcome sought by the party.

39.6 Where the dispute is not resolved under clause 39.4, at the request of any party to the dispute, a disputes committee will be convened within 5 working days of such a request being made, unless agreed otherwise. The disputes committee will consist of nominees of any party to the dispute, provided that any such nominee is not a practising lawyer external to the Employer or the Union.

The disputes committee will attempt to resolve the matter within 5 working days of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to approval by the parties to the dispute.

39.7 Until the procedures described in clauses 39.3 to 39.6 have been exhausted:

39.7.1 The status quo that existed immediately prior to the events that gave rise to the dispute will remain.

39.7.2 The subject matter of the dispute must not be referred to the Commission by any party to the dispute.

39.7.3 Subject to clause 39.7.1, an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety. If the Employee does have a reasonable concern about an imminent risk to their health or safety, the Employee must comply with a direction given by the Employer to perform other duties available at the same workplace, or another workplace, unless:

39.7.3.1 the work is not safe; or

39.7.3.2 applicable occupational health and safety legislation would not permit the work to be performed; or

39.7.3.3 the work is not appropriate for the Employee to perform; or

39.7.3.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

39.8 Where the dispute remains unresolved any party to the dispute may refer the matter to the Commission for conciliation and/or arbitration.

39.9 Subject to the legislative rights of any party to exercise a right of appeal against a decision of the Commission, the parties to the dispute agree to be bound by and implement any arbitrated decision of the Commission in resolution of the dispute.

39.10 The parties to the dispute may agree, but are in no way obliged to attempt to agree, to refer the dispute to a mediator and/or conciliator agreed to by the parties to the dispute. The parties to the dispute will implement any agreed outcome from the mediation and/or conciliation and the dispute will be resolved.

Section 8: Disciplinary procedures, redundancy and termination of employment



40 Disciplinary procedures – unsatisfactory performance, misconduct and serious misconduct

40.1 This clause does not apply to Casual Employees or Employees who are in their first six months of employment.

40.2 Principles

These procedures are based on the principles of:

40.2.1 clarity;

40.2.2 fairness; and

40.2.3 openness;

and are meant to be understood by Employees and management alike.

40.3 General provisions

40.3.1 In relation to the operation of these procedures, the Employer is responsible for:

40.3.1.1 ensuring that the relevant managers are familiar with the procedures in this clause before commencing a process for managing unsatisfactory performance, misconduct or Serious Misconduct;

40.3.1.2 ensuring that the relevant managers engage with People and Culture at the earliest opportunity for guidance on the process to be followed; and

40.3.1.3 ensuring that the relevant managers comply with the procedures outlined in this clause.

40.3.2 In the event that allegations of unsatisfactory performance, misconduct or Serious Misconduct are made against an Employee, the Employer will ensure that the relevant disciplinary process is initiated and concluded without undue delay.

40.3.3 The Employer and Employee will ensure that confidentiality is observed at all stages of these disciplinary processes.

40.4 Representation

An Employee may be represented by a representative of their choice at any stage of these processes. The Employer will inform the Employee of their right to representation at the commencement of each Stage of the relevant process.

40.5 Unsatisfactory performance and misconduct

40.5.1 Where the Employer considers the performance or conduct of an Employee to be unsatisfactory or inappropriate, but the Employee is not alleged to have engaged in Serious Misconduct, the following process will apply.

40.5.2 The Employer will notify the Employee of the specific concerns/problems relating to the Employee's performance or conduct in writing. The notification will also identify the Stage at which the process will commence and attach a copy of these procedures.

40.5.3 The Employer may bring the disciplinary process to an end during any Stage of the process, if the Employer determines that it is appropriate to do so.

40.5.4 The actions/measures developed at any Stage of the process may involve training, counselling and regular monitoring of the matter. Management will give all reasonable assistance to the Employee to enable improvements to their work performance and/or conduct to an acceptable level. The Employee will make all reasonable attempts to improve their work performance and/or conduct.

40.5.5 Stage 1

40.5.5.1 The Employer will convene a meeting with the Employee to discuss the concerns/problems.

40.5.5.2 At the meeting, the Employer will outline the concerns/problems in detail and provide any supporting evidence. The Employee will be given a chance to respond. The Employer and Employee will discuss the concerns/problems and (if appropriate) develop actions/measures to address the concerns/problems and timeframes for improvements to be demonstrated. Where agreement cannot be reached on appropriate actions/measures, the Employer will clearly indicate the required actions/measures and a reasonable timeframe(s) for those action/measures to be achieved.

40.5.5.3 A written record of the actions/measures and timeframes will be kept and placed on the Employee's personnel file.

40.5.6 Stage 2

40.5.6.1 If the concerns/problems continue, or if the notified concerns/problems relate to misconduct and are of a sufficiently serious nature to justify bypassing Stage 1, the Employer will convene a meeting with the Employee to discuss the concerns/problems relating to the Employee's performance or conduct.

40.5.6.2 At the meeting, the Employer will outline the concerns/problems in detail and provide any supporting evidence. The Employee will be given a chance to respond. The Employer and Employee will discuss the concerns/problems and (if appropriate) develop actions/measures to address the concerns/problems. Where agreement cannot be reached on appropriate actions/measures, the Employer will clearly indicate the required actions/measures to be achieved. Any actions/measures must be met within one month from the date of the meeting, unless the Employer agrees in writing to a longer period.

40.5.6.3 An outcome of the meeting may be that the Employee receives a first written warning.

40.5.6.4 A written record of the actions/measures and any written warning will be kept and placed on the Employee's personnel file.

40.5.7 Stage 3

40.5.7.1 If the concerns/problems continue, the Employer will convene a meeting with the Employee to discuss the concerns/problems relating to the Employee's performance or conduct.

40.5.7.2 At the meeting, the Employer and Employee will discuss and develop actions/measures to address the concerns/problems. Where agreement cannot be reached on appropriate actions/measures, the Employer will clearly indicate the required actions/measures to be achieved. Any actions/measures must be met within a period of no less than two weeks from the date of the meeting, unless the Employer agrees in writing to a longer period.

40.5.7.3 An outcome of the meeting may be that the Employee receives a second and final written warning.

40.5.7.4 A written record of the actions/measures and any written warning will be kept and placed on the Employee's personnel file.

40.5.8 Outcome

40.5.8.1 If the concerns/problems remain unresolved or reoccur after Stage 3, the Employer will determine an appropriate outcome.

40.5.8.2 Appropriate outcomes include, but are not limited to, termination of employment, demotion, transfer to a different position, a further written warning or termination of the disciplinary process.

40.5.8.3 The Employer will then meet with the Employee to notify them of the intended outcome and the Employee will be given a final opportunity to respond.

40.5.8.4 The Employer will consider any response provided by the Employee before confirming the outcome. Based on the Employee's response, the Employer may either confirm the outcome or determine that a different outcome is appropriate.

40.5.8.5 The Employee will receive confirmation of the final outcome in writing.

40.5.8.6 If the outcome is termination of employment, the Employee will be given notice of termination, or a payment in lieu of notice, in accordance with clause 42.

40.5.9 Removal of documents from personnel file

If after any warning, a period of 12 months elapses without any further warnings or action being required, all written notes and warnings relating to the Employee will be removed from the Employee's personnel file.

40.6 Serious Misconduct

40.6.1 Before summarily dismissing an Employee for Serious Misconduct, the Employer must take action in accordance with the following process.

40.6.2 The Employer must provide the allegations of Serious Misconduct to the Employee in writing.

40.6.3 At the time of providing the allegations, the Employer may suspend the Employee at their Full Rate of Pay, depending upon the circumstances and severity of the allegations.

40.6.4 The Employee is required to submit a written response to the allegations within 10 days of receiving the written allegations. If, due to extraordinary circumstances, the Employee requires additional time to complete their written response, the Employer shall determine a reasonable extension of time.

40.6.5 Based on the Employee's response, the Employer will determine whether an investigation is required.

40.6.6 If the Employer determines that an investigation is required:

40.6.6.1 the Employer will appoint an impartial and suitably skilled investigator;

40.6.6.2 the Employer will notify the Employee of the investigation and the identity of the investigator in writing;

40.6.6.3 the investigator will conduct the investigation and prepare an investigation report for the Employer;

40.6.6.4 the Employer will consider the findings of the investigation report and determine the appropriate outcome.

40.6.7 If the Employer determines that an investigation is not required, they will consider the available evidence and the Employee's response and determine an appropriate outcome.

40.6.8 Appropriate outcomes include, but are not limited to, termination of employment, demotion, transfer to a different position, a written warning or termination of the disciplinary process.

40.6.9 The Employer will meet with the Employee to notify them of the intended outcome and the Employee will be given a final opportunity to respond.

40.6.10 The Employer will consider any response provided by the Employee before confirming the outcome. Based on the Employee's response, the Employer may either confirm the outcome or determine that a different outcome is appropriate.

40.6.11 The Employee will receive confirmation of the final outcome in writing.

40.6.12 If the outcome is termination of employment for Serious Misconduct, the Employee is not entitled to notice of termination, or a payment in lieu of notice, in accordance with clause 42, and will be summarily dismissed.

40.6.13 Removal of documents from personnel file

If after a finding of Serious Misconduct that does not result in termination of employment, a period of 12 months elapses without any further warnings or action being required, all written notes and warnings relating to the Employee will be removed from the Employee's personnel file.

41 Redundancy

41.1 This clause does not apply to Casual Employees or fixed-term Employees.

41.2 If Employee(s)' positions become surplus to the Employer's requirements, the provisions of this clause apply.

41.3 Before applying the provisions of this clause, the Employer must consult with the affected Employees about the proposed change in accordance with clause 37, including notifying the Union(s) about the proposed change.

41.4 Identification of surplus Employees

41.4.1 In circumstances where there is more than one Employee performing a particular position and some, but not all, of those Employees are surplus to the Employer's requirements, the Employer will adopt the following process.

41.4.2 The Employer will seek expressions of interest for voluntary early separation from the potentially affected Employees.

41.4.3 The Employer may only reject an expression of interest for voluntary early separation from an affected Employee where the selection of that Employee creates a consequential vacancy or a deficit in the skills required by the Employer.

41.4.4 If the Employer accepts an expression of interest for voluntary early separation from an affected Employee, the Employee will receive their redundancy entitlements in accordance with clause 41.8.2.

41.4.5 Where insufficient volunteers or too many volunteers are forthcoming, the Employer shall determine which Employees are surplus to its requirements taking into account the following criteria:

41.4.5.1 the relative qualifications, skills and abilities between Employees as required for the continuing operation of the Employer;

41.4.5.2 any special qualifications or aptitude for the position(s) continuing to be required to be performed by the Employer; and

41.4.5.3 any reasons, including compassionate grounds, advanced by an Employee as to why they should or should not be identified as surplus.

41.4.6 Where a decision is to be made about Employees who are otherwise considered equal in relation to the criteria in clause 41.4.5, the Employee to be identified as surplus to requirements will be the Employee whose selection causes the least disruption to the continuing operation of the Employer.

41.5 Redeployment

41.5.1 An Employee who is surplus to requirements will be placed on a redeployment register for a redeployment period of 20 weeks. The Employer will notify the Employee in writing before placing the Employee on the redeployment register.

41.5.2 During the redeployment period, the Employee will be notified of suitable vacant positions with the Employer. The Employee must submit a written expression of interest for a vacant position by the relevant deadline in order to be considered for the position. If an Employee submits an expression of interest and the Employee meets all of the selection criteria (or could meet those criteria with reasonable retraining under clause 41.5.4), the Employee will be given preference over any candidates for whom the Employer does not have any redeployment obligations.

41.5.3 If an Employee is redeployed into a position at a lower level, the Employee's salary will be maintained at no less than their pre-redeployment salary for a period of two years from the date of redeployment.

41.5.4 Retraining

41.5.4.1 If the Employee submits an expression of interest for a position, but does not immediately meet all of the selection criteria (other than mandatory criteria), consideration will be given to the Employee's skills and whether the Employee could meet the selection criteria with the provision of reasonable development and training (either on or off the job).

41.5.4.2 Where the selection committee and the Employee agree that the Employee will be able to satisfactorily perform the tasks and functions of the position with reasonable training and support, the Employee will be offered the position on a trial basis.

41.5.4.3 The duration of the training and support program must be negotiated prior to the Employee commencing in the position. If the duration of the program cannot be negotiated, the selection committee will determine the length of the program.

41.5.4.4 The Employer will cover the cost of the training and support program.

41.5.4.5 Time spent undertaking retraining forms part of the Employee's Teaching Related Duties.

41.5.4.6 Confirmation into the position will not occur until the Employee has satisfactorily completed the training and support program.

41.5.4.7 If the Employee is not confirmed in the position, the Employee will be placed back onto the redeployment register and the Employee's redeployment period will resume.

41.6 Redundancy

If an Employee has not been successfully redeployed by the end of their redeployment period, the Employee will be entitled to notice of termination and redundancy pay in accordance with this clause.

41.6.1 Notice of termination

The Employee is entitled to notice of termination, or a payment in lieu of notice, in accordance with clause 42.

41.6.2 Redundancy pay

The Employee is entitled to redundancy pay worked out using the following table and paid at the Employee's Base Rate of Pay for either their current ordinary hours of work or their average ordinary hours of work over their last two years of Continuous Service, whichever is greater:

Employee's period of Continuous Service with the Employer on termination	Redundancy pay period
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	9 weeks
At least 4 years, but less than 5 years	12 weeks
At least 5 years, but less than 6 years	15 weeks
At least 6 years, but less than 7 years	18 weeks
At least 7 years, but less than 8 years	21 weeks
At least 8 years, but less than 9 years	24 weeks
At least 9 years, but less than 10 years	27 weeks
At least 10 years	30 weeks

41.7 Leave and expenses to attend interviews

An Employee who has been given notice of termination in accordance with clause 41.6.1 is entitled to reasonable leave, as determined by the Employer, at their Full Rate of Pay to attend necessary employment interviews. Where the expenses of attending such interviews are not met by the prospective employer, the Employer shall reimburse the Employee for such reasonable travel and other incidental expenses, as determined by the Employer.

41.8 Voluntary early separation

41.8.1 An Employee who is surplus to requirements may choose to end their employment at any time after the Employee has been notified that they are to be placed on the redeployment register.

41.8.2 If an Employee chooses to end their employment early in accordance with clause 41.4.4 or 41.8.1, the Employee will be paid redundancy pay and a payment in lieu of notice in accordance with clause 41.6, plus a payment in lieu of any unused redeployment period.

42 Notice of termination

42.1 This clause does not apply to:

42.1.1 Casual Employees;

42.1.2 Employees whose employment is terminated because of Serious Misconduct; and

42.1.3 Employees engaged on a fixed-term contract whose employment is terminated because of the expiry of the fixed -term.

42.2 Subject to clause 42.4, an Employer must not terminate a fixed-term or ongoing Employee's employment unless the Employer has either:

42.2.1 Provided at least:

42.2.1.1 4 weeks' notice of termination of employment; or

42.2.1.2 5 weeks' notice of termination of employment if the Employee is over 45 years of age and has completed at least 5 years of Continuous Service; or

42.2.2 aid to the Employee a payment in lieu of notice of at least the amount the Employer would have been liable to pay to the Employee at the Full Rate of Pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.

42.3 Subject to clause 42.4, a fixed-term or ongoing Employee may terminate the Employee's employment by providing 4 weeks' notice of termination of employment. In these circumstances, the Employee and Employer may agree to a lesser notice period or the Employer may elect to pay the Employee in lieu of part or all of the notice period.

42.4 The employment of a fixed-term or ongoing Employee with less than 6 months' service may be terminated by the Employer or the Employee by giving 1 weeks' notice of termination of employment (or, in the case of an Employer, a payment in lieu of notice).

Section 9: Miscellaneous provisions



43 Aboriginal and Torres Strait Islander employment

43.1 The Employer acknowledges and recognises Aboriginal and Torres Strait Islander people as the first people of Australia. As a part of the Employer's broader ongoing commitment to equality and diversity, the Employer will implement this clause to support its Aboriginal and Torres Strait Islander workforce.

43.2 To advance the employment circumstances of Aboriginal and Torres Strait Islander people, the Employer will:

43.2.1 make demonstrable efforts to increase the overall representation of Aboriginal and Torres Strait Islander employees. The Employer will employee at least 5 Aboriginal and Torres Strait Islander Employees in any mode of employment over the life of this Agreement;

43.2.2 support employee development, training and mentoring of Aboriginal and Torres Strait Islander employees;

43.2.3 support managers and colleagues of Aboriginal and Torres Strait Islander Employees to access training on cultural diversity as appropriate;

43.2.4 focus on maintaining effective links with relevant Aboriginal and Torres Strait Islander communities and agencies;

43.2.5 recognise and provide accommodation for the workload of Indigenous employees to undertake cultural duties required as an Employee by reflecting these duties in their workplan. The Moondani Toombadool Centre can provide support regarding staff cultural workloads; and

43.2.6 provide the VCC with and Moondani Toombadool Centre data on the number of Aboriginal and Torres Strait Islander employees and a progress report on the Wurreker Plan and VET IBAP every 6 months.

43.3 For the avoidance of doubt, a failure to meet the commitment referred to in clause 43.2.1 will not be regarded as a breach of this Agreement.

44 Workplace delegates rights

This clause 44 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

NOTE: Under section 350C(4) of the FW Act, the Employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied with this clause.

44.1 In this clause 44:

44.1.1 Employer means the employer of the workplace delegate;

44.1.2 delegate's organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

44.1.3 eligible workers means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

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

44.2 Before exercising entitlements under clause 44, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

44.3 An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

44.4 Right of Representation

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

44.4.1.1 consultation about major workplace change;

44.4.1.2 consultation about changes to rosters or hours of work;

44.4.1.3 resolution of disputes;

44.4.1.4 disciplinary processes;

44.4.1.5 enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and

44.4.1.6 any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

44.5 Entitlement to reasonable communication

44.5.1 A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 44.4. This includes discussing membership of the delegate's organisation and representation with eligible workers.

44.5.2 A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

44.6 Entitlement to reasonable access to the workplace and workplace facilities

44.6.1 The Employer must provide a workplace delegate with access to or use of the following workplace facilities:

44.6.1.1 a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

44.6.1.2 a physical or electronic noticeboard;

44.6.1.3 electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

44.6.1.4 a lockable filing cabinet or other secure document storage area; and

44.6.1.5 office facilities and equipment including printers, scanners and photocopiers.

44.6.2 The Employer is not required to provide access to or use of a workplace facility under clause 44.6.1 if:

44.6.2.1 the workplace does not have the facility;

44.6.2.2 due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

44.6.2.3 the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

44.7 Entitlement to reasonable access to training

44.7.1 For the avoidance of doubt, the provisions of this clause are not in addition to the provisions of clause 31- Trade Union Training Leave.

44.7.2 The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

44.7.2.1 In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.

44.7.2.2 The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:

- full-time or part-time Employees; or
- regular Casual Employees.

44.7.2.3 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

44.7.2.4 The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

44.7.2.5 If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.

44.7.2.6 The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

44.7.2.7 The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

44.8 Exercise of entitlements under clause 44

44.8.1 A workplace delegate's entitlements under clause 44 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

44.8.1.1 comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

44.8.1.2 not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

44.8.2 When exercising any entitlements under clause 44, a workplace delegate must, other than in the reasonable exercise of those entitlements:

44.8.2.1 comply with their duties and obligations as an Employee; and

44.8.2.2 not hinder, obstruct or prevent the normal performance of work.

44.8.3 Clause 44 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

44.8.4 Clause 44 does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the FW Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or clause 44.

45 Industrial relations principles

The Parties commit themselves to the following industrial relations principles:

45.1 cooperative and consultative relationships between management, their Employees and the representative organisations of their choice;

45.2 management, Employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;

45.3 collective negotiations between management and their Employees, involving a mutual problem solving approach focusing on long term gains for all Parties;

45.4 to work within a progressive industrial relations culture to achieve high performance with effective workplace partnerships;

45.5 recognition of an appropriate role for workplace representatives.

46 Occupational health and safety

46.1 The Employer is required to take steps to achieve, so far as is practicable, a healthy and safe work environment.

46.2 The Employer acknowledges its obligations under occupational health and safety legislation, regulations, compliance codes and guidelines.

47 Right to Disconnect

47.1 Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact or attempted contact outside of their ordinary hours of work.

47.2 For the purposes of this clause 47, contact includes emails, messages or phone calls that relate to the Employee's work.

47.3 Without limiting the matters that may be taken into account in determining whether an Employee's refusal to respond to contact or attempted contact is unreasonable, the following must be taken into account:

- 47.3.1 the reason for the contact or attempted contact;
- 47.3.2 how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee;
- 47.3.3 the extent to which the Employee is compensated:
  - 47.3.3.1 to remain available to perform work during the period in which the contact or attempted contact is made; or
  - 47.3.3.2 for working additional hours outside of the Employee's ordinary hours of work;
- 47.3.4 the nature and seniority of the Employee's role and the Employee's level of responsibility; and
- 47.3.5 the Employee's personal circumstances (including family or caring responsibilities).

47.4 There may be occasions when it is reasonable for the Employer to contact an Employee outside of the working hours, including but not limited to:

- 47.4.1 ascertaining availability for rosters;
- 47.4.2 requests to fill in at short notice for unplanned absences of other Employees;
- 47.4.3 for genuine Employee welfare matters, or in an emergency; and/or
- 47.4.4 where business and operational reasons require contact outside of working hours.

47.5 For the avoidance of doubt, an Employee may not be required to respond to contact by the Employer under clause 47.4 provided the refusal to respond is reasonable having regard to the matters in clause 47.3.

47.6 If there is a dispute between the Employee and the Employer about the right to disconnect, an Employee may choose to raise a dispute in accordance with clause 39 of this Agreement, or the dispute resolution mechanism in section 333N of the Act.

Schedule 1 – Definitions

For the avoidance of doubt, a reference to a singular in this Agreement shall be construed to include the plural or vice versa, unless the context indicates otherwise.

Accountable Hours mean 1748 accountable work hours each year for a full-time Employee and pro rata for a part-time Employee.

Agreement means this enterprise agreement, the Swinburne University of Technology – Vocational Education and Training Enterprise Agreement 2026.

AQF means Australian Qualifications Framework.

AQF5+ Teaching Qualification means a teaching qualification that is accredited at an AQF 5 level or higher and which is applicable to the program area in which the Employee is employed.

Attendance Week means any of the weeks in each calendar year during which Teaching Delivery may be rostered as permitted by clause 14.2.

Base Rate of Pay has the same meaning as in section 16 of the FW Act.

Casual Employee(s) means an Employee engaged by the hour and employed on an irregular basis or for a short period of time.

Cert IV Teaching Qualification means:

- a current Certificate IV in Training and Assessment, if the Employee is employed in a program area for which the relevant regulator (or equivalent body) requires the Employee to have a Certificate IV in Training and Assessment in order to teach unsupervised; or
- the relevant teaching qualifications and/or experience as required by the relevant regulator (or equivalent body) to permit them to teach unsupervised, if the Employee is employed in a program area which does not require the Employee to have a Certificate IV in Training and Assessment.

Commission means the Fair Work Commission or its successor.

Continuous Service means continuous service as defined by section 22 of the FW Act.

Course Coordinator means an Employee who is designated as a course coordinator by the Employer.

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.

Eligible Casual Employee (for parental leave purposes) means a Casual Employee who:

- as at the date (or expected date) of birth or placement, has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- but for the birth or placement, or expected birth or placement, would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

Employee(s) means employee(s) of the Employer employed as:

- a VET teaching staff member;
- a staff member teaching ELICOS or Pathway programs; and/or
- a staff member responsible for the oversight or development of VET, ELICOS or Pathway programs.

Employer means Swinburne University of Technology.

Evening means 6:00 pm to 10:00 pm.

External Funding Contract means a contract to which Swinburne is a party and under which it receives time limited funding. It may include contracts, tenders and federal grants. It does not include recurrent Victorian government funding.

External Party means Government bodies or agencies, licensing or accrediting organisations, or industry bodies that determine the minimum qualifications requirements of their sector.

Full Rate of Pay has the same meaning as in section 18 of the FW Act.

FW Act means the *Fair Work Act 2009* (Cth).

Immediate Family means:

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

Instructional Designer means an Employee employed with the job title Instructional Designer within the Swinburne Edge team (or within an equivalent successor team), classified as a Teacher or Senior Educator under the Agreement but does not perform Teaching Delivery.

LSL Act means the *Long Service Leave Act 2018* (Vic).

Manager means an Employee who is employed as a manager.

NES means the National Employment Standards in Part 2-2 of the FW Act.

Ordinary Time Earnings has the same meaning as given to it under the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Parties means the Employees, the Employer and the Union(s).

Primary Caregiver means the parent who meets the child's physical needs more than any other person. Only one person can be a child's primary caregiver on a particular day.

Professional Development means activities including:

- maintaining vocational, teaching and industry currency;
- retraining;
- industrial release opportunities;
- personal development as identified in the teacher work plan or performance and development (YPD) plan;
- systems and compliance training.

Secondary Caregiver means a parent of the child, but who is not the Primary Caregiver.

Serious Misconduct includes:

- wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- conduct which causes serious and imminent risk to:
  - the health or safety of a person; or
  - the reputation, viability or profitability of the Employer's business;
- the Employee, in the course of the Employee's employment, engaging in:
  - theft; or
  - fraud; or
  - assault; or
  - sexual harassment;
- the Employee being intoxicated at work;
- the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Spouse includes a former spouse.

Teaching Duties means Teaching Delivery and preparation, planning, curriculum development and assessment undertaken prior to, during and at the completion of a student's course of study, that are directly related to the teaching and learning program of an Employee's students and/or classes.

Teaching Delivery means sessions of instruction and/or supervision and/or direct observation of student(s), including observation for the purposes of assessment; whether delivered at a campus of the Employer or elsewhere or whether delivered in person or by other means.

Teaching Related Duties may include but are not limited to:

- institute and regulator compliance;
- industry and community engagement;
- planning and curriculum development (if required by the Employer);
- Professional Development;

- administrative duties that support student progression, industry engagement and contracts with government and other organisations;
- teacher administrative duties, including but not limited to;
  - correspondence with students, colleagues and external providers; and
  - scheduling.
- program related applied research and innovation;
- other duties that directly relate to teaching programs and activities, including relevant travel and meetings.

Union(s) 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.

VET means Vocational Education and Training.

Schedule 2 – Rates of pay

Ongoing and fixed-term Employees

Employees shall be paid the salary appropriate to their classification as set out in the table below:

Classification	From 01/07/2025 +1.50% (backpay)		From 01/08/2025 (2.50% administrative increase already paid) +1.50%* (backpay)		From 01/07/2026 +3.75%		From 01/07/2027 +3.75%	
	Annual Salary	Base Hourly Rate	Annual Salary	Base Hourly Rate	Annual Salary	Base Hourly Rate	Annual Salary	Base Hourly Rate
EM2	$130,171	$65.65	$133,425	$67.29	$138,428	$69.81	$143,619	$72.43
EM1	$126,430	$63.76	$129,591	$65.36	$134,451	$67.81	$139,493	$70.35
SE	$122,690	$61.88	$125,757	$63.42	$130,473	$65.80	$135,366	$68.27
T3.5	$118,949	$59.99	$121,923	$61.49	$126,495	$63.80	$131,239	$66.19
T3.4	$110,125	$55.54	$112,878	$56.93	$117,111	$59.06	$121,503	$61.28
T3.3	$103,492	$52.19	$106,080	$53.50	$110,058	$55.51	$114,185	$57.59
T3.2	$100,832	$50.85	$103,353	$52.12	$107,229	$54.08	$111,250	$56.11
T3.1	$93,808	$47.31	$96,154	$48.49	$99,760	$50.31	$103,501	$52.20
T2.3	$91,891	$46.34	$94,188	$47.50	$97,720	$49.28	$101,385	$51.13
T2.2	$86,534	$43.64	$88,697	$44.73	$92,023	$46.41	$95,474	$48.15
T2.1	$79,761	$40.23	$81,755	$41.23	$84,821	$42.78	$88,002	$44.38
T1	$74,236	$37.44	$76,092	$38.38	$78,945	$39.81	$81,905	$41.31

Casual Employees

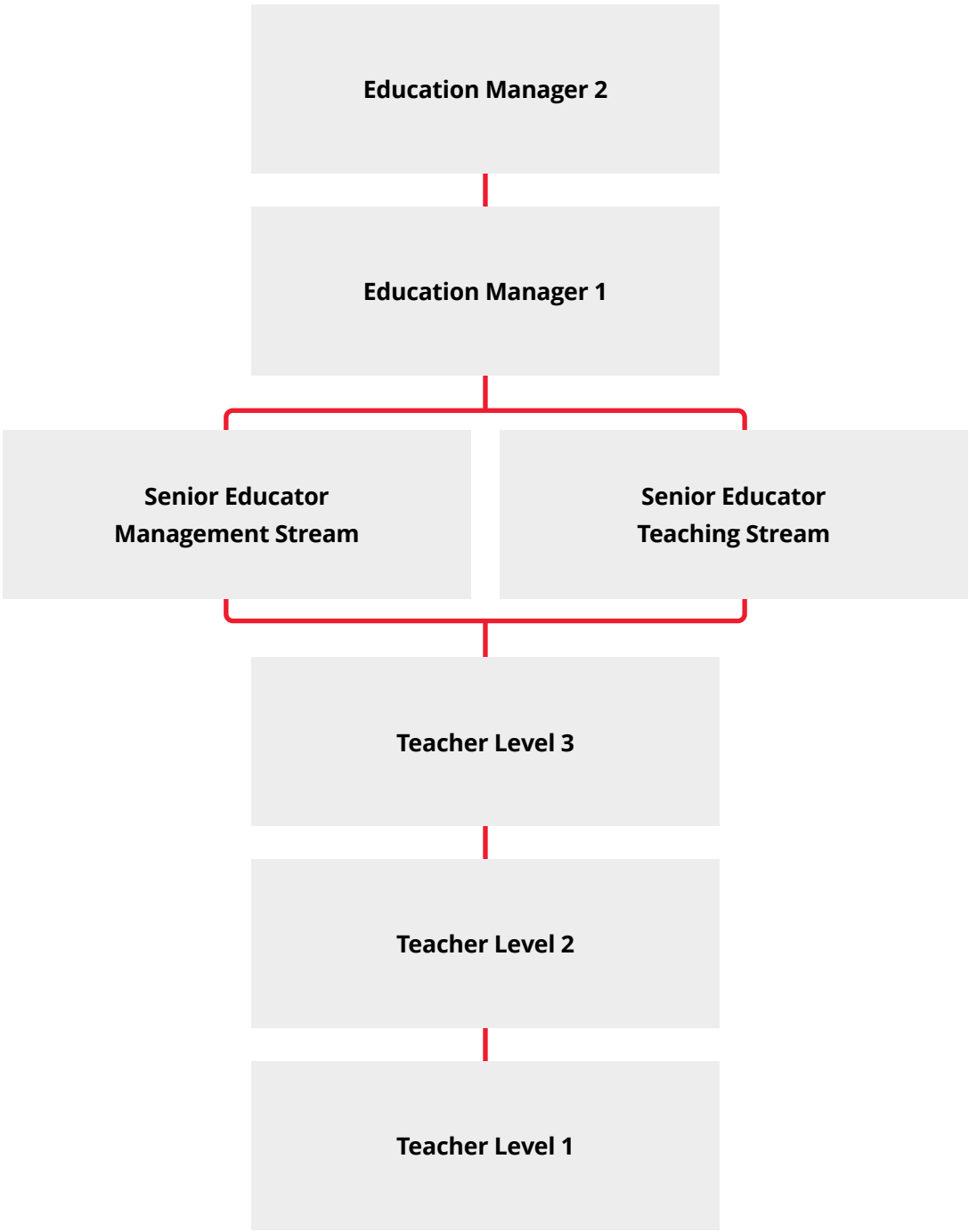
Casual Employees shall be paid the rates as set out in the table below:

Casual rates	From 01/07/2025 +1.50% (backpay)	From 01/08/2025 +1.50%* (backpay)	From 01/07/2026 +3.75%	From 01/07/2027 +3.75%
Diploma Qualified – Teaching Delivery (1 hour of Teaching Delivery and 0.5 hours of preparation/correction duties)	$94.80	$97.18	$100.82	$104.60
Certificate IV Qualified – Teaching Delivery (1 hour of Teaching Delivery and 0.5 hours of preparation/correction duties)	$91.21	$93.49	$97.00	$100.64
Diploma Qualified – Non Teaching Delivery	$64.42	$66.04	$68.52	$71.09
Certificate IV Qualified – Non Teaching Delivery	$62.00	$63.55	$65.93	$68.40

*the 1.50% back pay is on top of 2.5% increase applicable from 1 August 2025 (which was already paid by the University before the Agreement commenced operation) and will apply to all Employees from the commencement of the Agreement.

Schedule 3 – Classifications

Overview of classification structure



Classification standards

General Classification Context and Task Level for Teachers, Senior Educator and Education Managers

Positions classified as Teacher, Senior Educator or Education Manager have the following characteristics.

Teacher Classification (T1)

- Work within the Employer policies, procedures and other legislative or regulatory requirements.
- Select and deliver appropriate teaching and learning materials.

Teacher Classification (T2-T3), Senior Educator and Education Manager

- Prepare and maintain teaching and learning resources.
- Select and deliver appropriate teaching and learning materials.
- Develop and modify appropriate teaching and learning materials.
- Facilitate and assess the learning process of students in a range of contemporary VET settings.
- Determine the training needs of commercial clients.
- Maintain accurate records of student, progress and assessment in accordance with established policies and procedures.
- Prepare and maintain teaching and learning resources.
- Supervise and monitor student progress.
- Liaise with the employers of students, new apprenticeship centres and other institutions as appropriate to ensure the establishment of strong co-operative arrangements.
- Undertake administrative duties directly related to the teaching function, including the utilisation of the Employer's systems.
- Participate in meetings and other activities relevant to the role of the position and the organisational area.
- Participate in networks beyond the Employer.
- Provide pre-course advice to students and participate in student selection and induction.

Teacher Classification (T1 to T3)

Classification Context and Task Level

The Teacher classification encompasses duties and requirements applicable to new entrants into the Employer's teaching workforce and to experienced Teachers.

Teachers classified as Teacher Level 1 will generally be under close supervision and guidance of a Teacher Level 2 or 3 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.

As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing VET education programs. They assist the Senior Educator and Education Managers in a range of activities associated with the effective operation of VET education programs.

Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.

In addition to the characteristics outlined in the "General Context and Task Level for Teachers, Senior Educator and Education Managers", the requirements and typical functions of a Teacher (T1, T2 and T3) are consistent with the following:

Teacher (T1)

Typical Functions

- Assist others with program related administrative tasks.
- Assist in relation to the maintenance and review of teaching programs.

Judgement, Problem Solving, Accountability and Extent of Authority

- Refer learning difficulties.
- Take an active role in own professional development.

Organisational Relationships and Impact.

- Communicate with course stakeholders as appropriate.
- Undertake a range of administrative activities directly related to the areas taught.

Teacher (T2 and T3)

Typical Functions

- 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.
- Provision of professional supervision and support.
- Assist with staff selection.
- Determine instructional strategies.
- Coordinate student resources.
- Customise 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 identifying potential learning difficulties and identifying appropriate teaching strategies.
- Assist in relation to the establishment, maintenance and review of teaching programs.

Organisational Relationships and Impact

- Consult and provide educational services under the direction of Senior Educator and Education Manager.
- Plan and conduct information sessions and student selection processes, as appropriate.
- Provide contact point for course content and student issues.
- Undertake a range of coordination activities directly related to the areas taught.
- Undertake a range of learning services activities directly related to the areas taught.
- Provide a well-developed range of teaching strategies to VET students and other clients both within and external to the Employer.

Judgement, Problem Solving, Accountability and Extent of Authority

- 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.
- Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of the Employer.
- Encourage and support innovative strategies.
- Provide leadership in specialist areas within the teaching department and across the Employer.
- Set priorities, plan and manage resources.
- Trial and report on innovative delivery strategies.

Specialist Skills and Knowledge

- Research, develop and improve VET 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 utilisation across the Employer.
- 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.

General Background to Senior Educator and Education Manager Classifications

Definitions

Co-ordinate:	To bring into common action; to harmonise; to integrate.
Supervise:	To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance; to superintend.
Manage:	To administer, supervise and coordinate staff and resources and achieve a predetermined outcome.
Lead:	To lead or direct a course or in the direction of; to channel, to direct the operations of.

Senior Educator Classification

The Senior Educator may coordinate a team of staff; lead the teaching and learning activities of the organisational unit; manage a team of staff across teaching programs; have oversight of financial and administrative requirements of their organisational unit and provide support to the Education Manager.

Classification Context and Task Level

Employees appointed to this classification may be appointed in a teaching and learning leadership position (Teaching Stream) or supervise an organisational unit and/or may perform high level specialist educational functions (Management Stream).

In addition to the provisions outlined in the descriptors for " General Context and Task Level for Teachers, Senior Educator and Education Managers" and the "Teacher Classification (T1 to T3)", the requirements and typical functions of a Senior Educator are consistent with the following:

Typical Functions

- Coordinate and supervise resources.
- Lead 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, Education Managers and Teachers.
- Manage training needs analysis and skills audits for clients.
- Provide specialist skills as appropriate within the Employer, and the wider community in Victoria, nationally or internationally.
- Provision of professional supervision and support.
- Conduct action-based 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.
- Lead the development of individualised self-paced learning materials.
- Lead the implementation of the Employer's assessment systems within the teaching team's programs.

Judgement, Problem Solving, Accountability and Extent of Authority

- 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.
- Make discretionary decisions relative to delegated budget.

Organisational Relationship and Impact

- Contribute to the development of Employer-wide educational and administrative policies and procedures.
- Provide advice and make submissions to internal and external stakeholders.
- Provide professional advice and assistance to teaching staff and Employer clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners, the Employer 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 Employer clients.
- Represent the Employer or the VET system to external bodies.

Specialist Skills and Knowledge

- 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.
- Lead the evaluation and validation of programs, systems and structures within or external to VET.
- Develop and maintain quality control systems based on the Employer's systems and processes.
- Apply research, analytical and innovative skills.
- Apply extensive knowledge and experience in specialist expertise area(s).

Teaching and Learning Leadership Functions

- Lead and implement the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training for identified students and clients.
- Produce tenders and submissions in conjunction with other Senior Educators, Education Managers and Teachers.
- Manage Training Needs Analysis and skills audits for clients.
- Develop, modify/contextualise and implement a range of programs/courses for future delivery.
- Research and make recommendations on alternative flexible delivery strategies and lead the development of individual self-paced learning materials.
- Review and improve recognition of prior learning and other assessment practices and tools.
- Lead the response to changes in training packages, and co-ordinate the development of and implementation of new course materials and assessments.
- Establish, maintain and review programs.
- Contribute to organisation wide teaching strategies and directions.

- Initiate projects (e.g. industry projects, applied research activities, student Work Integrated Learning projects, cross discipline activities/developments).
- Provide advice or refer to other specialists of the Employer, to individual students on course progress, course selection and possible career goals.
- Manage student complaints at the local level and elevating to appropriate level/people within the organisation.
- Provide guidance and support to teaching staff on student matters, course development, compliance requirements and continuous improvement activities.
- Keep abreast of and advise on current and emerging technologies aligned to course improvement and development to relevant staff.
- Oversee student feedback mechanisms at the local level and co-ordinate responses and changes where required.
- Oversee regulator activities within the department to ensure compliance activities are met.

Education Managers

Education Managers may manage a team of staff across various teaching programs and staff projections and development; have oversight of financial management at a program level and across all administrative requirements.

Education Manager 1 Classification

Classification Context and Task Level

Employees appointed to positions at this classification:

- 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.

In addition to the provisions outlined in the descriptors for " General Context and Task Level for Teachers, Senior Educator and Education Managers" and the "Teacher Classification (T1 to T3)", and the "Senior Educator Classification", the requirements and typical functions of an Education Manager 1 are consistent with the following:

Typical Functions

- 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.
- Provision of professional supervision and support. Propose and implement a range of programs/ courses for future delivery together with other Senior Educators, Education Managers and Teachers.
- Examine and make recommendations on alternative flexible delivery strategies.
- Initiate project development.
- Provide advice on improvements to records management systems.

Judgement, Problem Solving, Accountability and Extent of Authority

- 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 Employer 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 Employer.

Organisational Relationships and Impact

- Develop Employer-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

Classification Context and Task Level

Employees appointed to this classification:

- 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.
- Have a strategic focus aimed at developing links within and external to the VET community, focusing on long-term staff projections and team developmental needs.

In addition to the provisions outlined in the descriptors for the "General Context and Task Level for Teachers, Senior Educator and Education Managers", the "Teacher Classification (T1 to T3)" and the "Senior Educator & Education Manager 1 Classifications", the requirements and typical functions of an Education Manager 2 are consistent with:

Typical Functions

- 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 and Senior Educators, 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.

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 Employer and across the VET system.
- Operate within a high degree of operational autonomy.
- Lead and manage a complex team.
- Manage staffing projections.
- Evaluate team development needs including professional development plans and multi-skilling needs.
- Manage a substantial budget.

Organisational Relationship and Impact

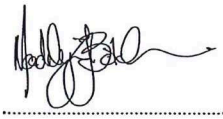
- Negotiate extensively with industry, government and other stakeholders on matters that have significant, long-term, operational impact.

- Lead the development, review and implementation of Employer 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 or Employer regionally and beyond, including with government bodies.
- Build networks within the wider community and source and develop future training needs.

Signing page

EXECUTED as an Enterprise Agreement

SIGNED for and on behalf of **SWINBURNE UNIVERSITY OF TECHNOLOGY** by:



Signature

Name: Madelyn Bolch

Title: Pro Vice-Chancellor and Chief Executive Vocational Education

Address: John Street, Hawthorn, Victoria, 3122

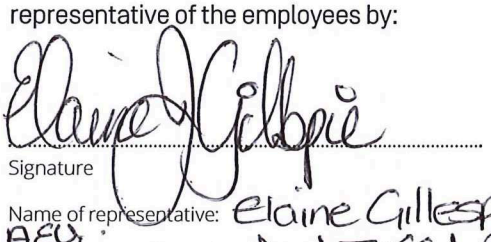
in the presence of:



Signature of witness

Name of witness (printed): Melinda Cafarella

SIGNED for and on behalf of a representative of the employees by:



Signature

Name of representative: Elaine Gillespie

Title: AEU Vice President TAFE & Adult Provision

Address: 126 Treverry Crescent Abbotsford.

in the presence of:



Signature of witness

Name of witness (printed): HANNAH PELKA-CAVEN

SIGNED for and on behalf of a representative of the employees by:



Signature

Name of representative: Damien Cahill

Title: General Secretary - National Tertiary Education Industry Union

Address: Level 1/120 Clarendon Street, Southbank, VIC, 3006

in the presence of:



Signature of witness

Name of witness (printed): Freya Pollard

Date: 22/06/2026

Acknowledgement of Country

We respectfully acknowledge the Wurundjeri People of the Kulin Nation, who are the Traditional Owners of the land on which Swinburne's Australian campuses are located in Melbourne's east and outer-east, and pay our respect to their Elders past, present and emerging.

We are honoured to recognise our connection to Wurundjeri Country, history, culture, and spirituality through these locations, and strive to ensure that we operate in a manner that respects and honours the Elders and Ancestors of these lands.

We also respectfully acknowledge Swinburne's Aboriginal and Torres Strait Islander staff, students, alumni, partners and visitors.

We also acknowledge and respect the Traditional Owners of lands across Australia, their Elders, Ancestors, cultures, and heritage, and recognise the continuing sovereignties of all Aboriginal and Torres Strait Islander Nations.



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