

AEUVB and MEAA Agreement 2024

1. TITLE & APPLICATION OF THE AGREEMENT

This agreement will be known as the “Australian Education Union Victorian Branch and the Media Entertainment and Arts Alliance Agreement 2024” and shall apply to all employees that are employed in the positions of Communications Manager, Journalist, Graphic Designer and Website / Editorial Assistant.

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2. DEFINITIONS

For the purpose of the Agreement the following definitions shall apply:

2.1 Employer

The Australian Education Union Victorian Branch (AEUVB).

2.2 Employees

Employees, permanent and temporary, in the positions of Communications Manager, Journalist, Graphic Designer and Website / Editorial Assistant.

2.3 Branch Executive

The Branch Executive of the AEUVB.

2.4 Branch Council

The Branch Council of the AEUVB.

2.5 Union

The Media Entertainment and Arts Alliance.

2.6 Branch Secretary

The Branch Secretary of the AEUVB, or in the absence of the Branch Secretary, a Branch Officer appointed by the employer.

2.7 FWC

The Fair Work Commission.

2.8 Project Employee

A project employee is an employee of the AEUVB employed to undertake a specific project or venture using funds from an external source.

2.9 Project Officer

A Project Officer is an employee of the AEUVB employed to undertake a specific project for a defined period of time.

2.10 Eligible Community Service Activity

Has the meaning given to it by section 109 of the FW Act.

2.11 FW Act

Fair Work Act 2009 (Cth).

2.12 WIRC Act

Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

3. DURATION OF THE AGREEMENT

3.1 This Agreement shall operate from seven days after the date of approval and reach its nominal expiry date on 1 December 2026.

3.2 Six months prior to the expiration of this agreement, the parties shall exchange logs of claims and commence negotiations within one month.

3.3 If agreement cannot be reached within a further two months, then the assistance of the FWC shall be sought to conciliate between the parties.

3.4 Should agreement not be reached after two months of conciliation, the parties agree to seek FWC recommendations by consent and to accept the outcome.

4. DISPUTE SETTLEMENT

In the event of a dispute arising:

- Under this agreement;
- The NES; and
- any other workplace matter including workload.

The procedure to be followed to resolve the matter shall be as follows:

- 4.1** Following the Branch Secretary's advice to the employee of their right to representation at all stages, the employee, and their representative if the employee wishes, and the Branch Secretary or nominee where appropriate shall meet on the matter and attempt to resolve the matter. The member(s) shall be informed of the meeting's purpose, where possible, at least one business day prior to the meeting.
- 4.2** If the matter is still not resolved, discussion shall be held between the representatives of the employer and the Union.
- 4.3** While the parties attempt to resolve the matter work shall continue as normal unless an employee has a reasonable concern about an imminent risk to their health and safety.
- 4.4** If the matter cannot be resolved either party may refer it to the FWC; both parties agree to be bound by any recommendations.
- 4.5** The FWC may deal with the dispute in 2 stages:
 - 1) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 2) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

5. RELEVANT AWARD AND NES

- 5.1** The relevant modern award is the Journalists (Published Media) Award 2020. In accordance with s.57 of the *Fair Work Act 2009*, the modern award does not apply while this enterprise agreement applies to employees and their employer covered by this enterprise agreement.
- 5.2** This enterprise agreement should be read in conjunction with the National Employment Standards (NES) in the *Fair Work Act 2009*. Nothing in this enterprise agreement is intended to exclude or remove an entitlement under the NES. If any term in this enterprise agreement is interpreted to exclude or remove a provision of the NES, the provision of the NES applies over the term of the enterprise agreement. If the enterprise agreement provides a benefit to an employee that is less than a benefit to an employee under the NES, the benefit under the NES will apply.

6. CONSULTATION

- 6.1** Staff morale and employee job satisfaction are enhanced where the views of all employees are taken into account before decisions are made. The aim of this agreement is to establish workplace consultative arrangements that ensure that employer decisions are carried out in a framework that enables staff to have input into the decisions that affect their working life.
- 6.2** The Branch Secretary as the Employer's representative has the ultimate administrative and operational responsibility for decisions at the workplace, provided that these decisions are made in accordance with the consultation principles outlined below.
- 6.3** For the purpose of this clause the parties adopt the following comments made by Smith C. in CPSU, the *Community and Public Sector Union v Vodaphone Network Pty Ltd* (Print PR911257):

'Consultation is not perfunctory advice on what is about to happen. This is common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker.... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.'

6.4 Industrial Relations Principles:

The parties commit themselves to the following industrial relations principles:

- 1) Cooperative and consultative relationships between management, their Employees and their Union;
- 2) Management, Employee and Union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
- 3) Negotiations involving a mutual problem-solving approach focusing on long term gains for all parties;
- 4) To work within a progressive industrial relations culture to achieve high performance workplace;
- 5) Recognition of an appropriate role for workplace representatives.

6.5 Consultation obligation

6.5.1 This term applies if the employer:

- 1) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 2) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

6.5.2 For a major change referred to in paragraph 6.5.1(1):

- 1) the employer must notify the relevant employees of the decision to introduce the major change; and
 - 2) subclauses 6.5.3 to 6.5.9 apply.
- 6.5.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.5.4 If:
- 1) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 2) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 6.5.5 As soon as practicable after making its decision, the employer must:
- 1) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 2) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 6.5.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.5.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 6.5.8 If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the employer, the requirements set out in paragraph 6.5.2(1) and subclauses 6.5.3 and 6.5.5 are taken not to apply.
- 6.5.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- 1) the termination of the employment of employees; or
 - 2) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 4) the alteration of hours of work; or
 - 5) the need to retrain employees; or
 - 6) the need to relocate employees to another workplace; or

- 7) the restructuring of jobs.

Change to regular roster or ordinary hours of work

6.5.10 For a change referred to in paragraph 6.5.1(2):

- 1) the employer must notify the relevant employees of the proposed change; and
- 2) subclauses 6.5.11 to 6.5.15 apply.

6.5.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.5.12 If:

- 1) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 2) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

6.5.13 As soon as practicable after proposing to introduce the change, the employer must:

- 1) discuss with the relevant employees the introduction of the change; and
- 2) for the purposes of the discussion - provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 3) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

6.5.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.5.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

6.5.16 In this term:

relevant employees mean the employees who may be affected by a change referred to in subclause 6.5.1.

6.6 Consultation meetings

The Branch Secretary and the MEAA President will arrange consultation committee meetings on a monthly basis and at such other mutually agreed times when requested by either party.

7. HOURS OF WORK

- 7.1 Normal hours of work shall be 38 hours per week and may be worked between the hours of 8am-6pm Monday to Friday. Actual rostered attendance shall be agreed between the Branch Secretary and individual employees, taking into account the wishes of that individual and the organisational needs of both the workgroup and the AEUVB. The default location of attendance will be the relevant AEU office.
- 7.2 Employees shall be entitled to an unpaid lunch break of between 30 minutes to one hour. For employees based in the office this is to be taken, as arranged with the Branch Secretary between the hours of 12.00 midday and 2.00pm but no later than 5 hours after the commencement of duty.
- For others an unpaid lunch break of between thirty minutes and one hour shall be taken at the discretion of the employee.
- 7.3 Tea and coffee making facilities shall be provided free of charge to employees. Staff may avail themselves of these facilities provided that they remain on duty.
- 7.4 Employees shall not be engaged in work of a repetitive physical nature for more than one hour continuously without a break. Where such continuous work falls during time that is not interrupted by the lunch break then the employee shall be entitled to a 10-minute break from the repetitive work and shall engage in other assigned duties.

7.5 Flexible work arrangements

7.5.1 An employee may request flexible working arrangements within the span of 8am-6pm as outlined in 7.1 on the basis of the following circumstances:

- 1) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- 2) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- 3) the employee has a disability;
- 4) the employee is 55 or older;
- 5) the employee experiences violence from a member of the employee's family;
- 6) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family;
- 7) notwithstanding the above, any employee may make a request for flexible working arrangements to the Branch Secretary, consistent with the Flexible Work Arrangements Policy.

7.5.2 For the purposes of clause 7.5.1, changes in working arrangements permitted under this clause include but are not limited to:

- 1) changes in the location of work, including remote work;
- 2) changes in hours of work, including:
- 3) increases and decreases in working hours;
- 4) changes in patterns of work;
- 5) introduction of job-share arrangements.

- 7.5.3 A request made under this clause must be made in writing to the Branch Secretary which sets out details of the change sought and the reasons for the change.
- 7.5.4 On receipt of a request by an Employee under this clause, the Branch Secretary must give the Employee a written response within 21 days, outlining the Employer's decision.
- 7.5.5 Before responding to a request, the Branch Secretary must meet with the employee and discuss the request and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- 1) the needs of the employee arising from the circumstances;
 - 2) the consequences for the employee if changes in working arrangements are not made;
 - 3) any alternative flexibility arrangements that may meet the circumstances of the employee that require flexibility; and
 - 4) any reasonable grounds for refusing the request.
- 7.5.6 The Employer may only refuse the request on reasonable business grounds.
- 7.5.7 Without limiting what are reasonable business grounds for the purposes of clause 7.5.6, reasonable business grounds include the following:
- 1) that the new working arrangements requested by the Employee would be too costly for the Employer;
 - 2) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
 - 3) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
 - 4) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
 - 5) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on member service.
- 7.5.8 Flexible working arrangements may be reviewed upon request of the employee or by the decision of the Branch Secretary.

8. SALARIES

- 8.1 The following salary increases shall be payable from the first pay period commencing on or after the following dates:

3% 1 December 2023
3% 1 December 2024
3% 1 December 2025

- 8.2 Salaries shall be paid in fortnightly instalments.

- 8.3 The AEUVB represents workers in the education industry and has a strong commitment to the importance of education and qualifications to Australian society and industry and to the workforce. Relevant qualifications and or relevant experience will be part of the selection criteria for all positions in the AEUVB.

Under its Professional Development Policy, the AEUVB will provide all staff with the opportunity to obtain qualifications relevant to their role and to the organisation.

- 8.4 All employees shall be assigned to a classification level within Schedule 1 and be paid no less than the rate appropriate to the mode of employment, the classification level and salary sub-division specified therein. Base salaries shall be as prescribed in Schedule 1.

- 8.5 Salary packaging and salary sacrifice shall be available in a form agreed by the parties. There shall be no fee charged for this facility.

8.6 Higher Duties Allowance

Where an employee is requested by the Branch Secretary to perform for one calendar week or more, the normal duties of an absent employee whose job is classified as being on a higher rate of pay, that employee shall be paid at the higher rate for the time so employed provided that they agree to perform those duties.

8.7 Administrative Staff Salaries – Placement and Progression

8.5.1 Commencing salaries for journalists, graphic designers and website support/editorial assistants shall be at step one (1) of the appropriate range set out in Schedule 1, unless for a training position or if the selection panel recommends a variation after taking into account the appointee's previous experience, skills and knowledge and that the Branch Secretary accepts the recommendation. The selection panel must have this provision drawn to their attention prior to the short listing of applicants. The successful applicant must be informed that application can be made to the Branch Secretary to vary placement on the incremental range based on the level of skill and diligence demonstrated in the performance of duties. The Branch Secretary will make a decision on such applications within two weeks of receipt.

8.5.2 Where the employer decides, after consultation, to advertise a vacancy for a trainee to undertake any Administrative Staff role, the training salary specified in Schedule 1 shall apply. Clause 8.7.1 shall not apply to employees employed under this provision.

8.5.3 An employee shall move through the sub-divisional range appropriate to their classification from the minimum to the maximum annually on the anniversary of the date of their employment.

9. SALARY LEAVE LOADING

All employees of the AEUVB shall be entitled to a 25% salary loading paid in December of each year and calculated on the basis of four weeks of the total salary including higher duties allowance paid for the calendar year. Total salary excludes make-up pay under worker's compensation.

If an employee leaves the AEUVB for any reason, then pro rata loading shall be paid.

10. CASUAL EMPLOYEES – RATES OF PAY

- 10.1 Persons employed on a casual basis shall be paid at the relevant base hourly rate applicable for the relevant salary scale plus 25% loading pro rata. The Superannuation Guarantee amount shall be credited to a Fund of the individual's choice if they meet the requirements for the Superannuation Guarantee to be paid.
- 10.2 Casual employees will be paid for a minimum of 3 hours' work on each engagement even if they are rostered to work for fewer than 3 consecutive hours.
- 10.3 Casual employees will not be engaged to work on a Sunday or a public holiday.

11. EXPENSES AND OTHER ALLOWANCES

11.1 Meal Allowance

An employee who is required by the Branch Secretary to work more than one hour before or after their normal working hours shall be entitled to be reimbursed the cost of actual expenditure for breakfast and/or dinner away from home up to an amount to be set at the first meeting of the AEUVB Executive each year. This reimbursement shall not apply in relation to attendance at Branch Council. Where actual costs exceed the rate specified the Branch Secretary may approve full reimbursement. At any time during the duration of this agreement, either party may seek a review of this provision.

11.2 Telephone

Upon the presentation of evidence, employees shall be reimbursed the actual cost of telephone calls made on AEUVB business.

11.3 Mobile Phones & Laptop Computers

- 11.3.1 Each employee provided with a mobile phone shall be allocated a monthly amount of money against their mobile phone services. Each employee can use mobile services up to that amount each month without scrutiny or administrative processes. If any employee exceeds their allocated amount in any month, they will be forwarded a copy of the relevant charges relating to their mobile plan. Having viewed the account, the employee has two choices:
- a) To document, within one month, which calls and other charges were private and which were work related. If the work related calls exceeded the allocated limit, the employer shall meet the difference.
- OR
- b) To accept that the reason the limit was exceeded was due to private. That excess will be deducted from their salary unless it has been paid back to the AEUVB through other means.

- 11.3.2 Where an employee takes any of the following forms of leave, their mobile

phone and laptop allocated (including any accessories provided) must be returned to the employer after the periods specified:

- a) Family leave — upon commencement.
- b) Work Cover — after the first 30 days of absences from duty related to a claim.
- c) Leave without pay — upon commencement if the leave exceeds 10 days.
- d) Personal leave — after the first 30 working days of any absence.
- e) Sabbatical leave – upon commencement.

When an employee is absent, without approved leave, their mobile phone and laptop must be returned to the employer immediately.

11.3.3 Applications to retain either a mobile phone or a laptop computer in any of these circumstances may be made to the Branch Secretary and each case will be considered reasonably on its merits for approval or non-approval.

11.4 Fares

The employer shall reimburse reasonable costs of approved travel by rail, taxi, tram or bus where that travel is undertaken on AEUVB business and the employer cannot provide a vehicle.

If required by the Branch Secretary to work beyond 6.00pm, an employee shall be entitled to use either a pool vehicle or a taxi for transportation to their home.

11.5 Accommodation

The employer shall reimburse the actual cost where of approved accommodation, up to an amount to be set at the first meeting of the AEUVB Executive each year (including GST). Tax invoices must be provided to claim reimbursement. At any time during the duration of this agreement, either party may seek a review of this provision.

When interstate or overseas on AEUVB business, the actual cost of accommodation and meals shall be reimbursed up to the rates paid by the Federal AEU.

Where actual cost exceeds the rate prescribed, the Branch Secretary may approve full reimbursement.

12. REMOVAL EXPENSES

12.1 An employee who may reasonably be expected to need to change their place of residence upon commencing with the AEUVB or when moving to another office to take up an appointment shall be entitled to travel and removal expenses. The application of this sub-clause shall require the agreement of the Branch Secretary.

12.2 The actual cost incurred on removal of normal household effects (including

packaging) will be paid by the employer provided the employee submits three quotes to the Branch Secretary, who shall decide which quote is acceptable.

- 12.3 The employer will meet the cost of in-transit insurance of household effects up to a maximum value of \$100,000.
- 12.4 Reimbursement of travel, meals, and accommodation expenses (including spouse, children or dependents) shall be paid in accordance with the rates specified in this Agreement.
- 12.5 Where entitlement exists under Clause 12.1 for the reimbursement of travel and removal expenses, an employee shall be entitled to a re-establishment allowance of \$600.
- 12.6 Where entitlement exists under Clause 12.1, the AEU will reimburse stamp duty costs incurred by an employee who purchases a residence for permanent occupation at the new location or land for the purpose of erecting a residence for permanent occupation at the new location under the following conditions:
- a) The employee purchases the residence or land within 5 years of the date of the appointment, unless an alternative is approved by the Branch Secretary on the basis of special circumstances; and
 - b) The reimbursement of stamp duty costs for the purchase of a house or land will be:
 - i. 100% of the actual cost of the stamp duty paid up to the amount of duty payable on a house at the median price of houses in Melbourne at the time of purchase.
 - ii. 50% of the actual cost of the stamp duty paid above this amount.
- 12.7 Where entitlement exists under clause 12.1 an employee shall be granted leave without pay for up to three days to affect the removal.

13. CHILDCARE

Where employees are required by the Branch Secretary to work outside normal working hours they shall be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure must be provided to the Branch Secretary.

14. FRINGE BENEFITS TAX

Where allowances or benefits attract Fringe Benefits Tax, the employer shall pay that tax.

This does not include FBT that results from the salary packaging arrangements initiated by employees.

15. SUPERANNUATION

15.1 Death and Disability Cover

The employer shall hold a group life and TPD insurance policy that covers its employees, except those employees employed on a casual basis, on any form of approved unpaid leave, those absent from duty on WorkCover benefits for more than 52 weeks or those refused insurance on medical or other grounds. The employer will pay the premium of the insurance policy. The level of insurance cover shall be a minimum of \$225,000 subject to any tapering of the cover provided for by the policy.

Where an employee is refused insurance, the employer shall pay an amount equivalent to the premium that would have been charged if the employee had not been refused insurance, into their superannuation fund. Where the amount cannot be paid to an employee's superannuation fund, it will be paid as an allowance to the employee.

15.2 Superannuation Contributions

The employer shall contribute towards an employee's superannuation an amount equivalent to 16.5% of the employee's gross salary excluding allowances.

Where an employee is on unpaid leave or absent from duty on WorkCover benefits for more than 52 weeks, the employer shall discontinue contributions until the employee returns to duty.

15.3 Contributions to other funds

15.5.1 Where an employee is still a member of a superannuation fund as a result of former employment, any or all of the employer contribution specified in clause 15.2 can be directed to that fund.

15.5.2 The employer shall not be liable for any costs, fees, or charges in relation to employee superannuation.

15.5.3 Employer contributions in accordance with clause 15.2 above, plus other contributions made under salary sacrifice arrangements, shall be made to one or more complying superannuation funds under the Superannuation Guarantee (Administration) Act 1992.

15.4 Australian Super shall be the default fund for employer contributions.

15.5 Ill Health Retirement

If, in the opinion of the Branch Secretary, an employee's attendance or work performance is being seriously affected by ill-health, the Branch Secretary may refer that employee to a registered medical practitioner for a report as to suitability for continued employment. This medical practitioner may be the employee's treating doctor, or the Branch Secretary may seek an independent medical assessment.

After receipt of the report and taking into consideration any recommendations in the report, the Branch Secretary may refer the matter to the Branch Executive who may require the employee to retire on the grounds of ill health. Where this occurs, the

employee shall be entitled to payment for any accumulated sick leave credits.

16. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES

16.1 Cultural Leave

Subject to notice and evidence requirements, Aboriginal and Torres Strait Islander employees are entitled to apply for paid Cultural Leave.

- a) An application for Cultural Leave will not be unreasonably refused.
- b) An employee must provide notice of their intention to take Cultural Leave as soon as is practicable.
- c) The Branch Secretary may request evidence that would satisfy a reasonable person that the leave is for Cultural Leave purposes.
- d) In considering applications for Cultural Leave and its duration, the Branch Secretary must do so in a culturally sensitive manner taking into account:
 - (i) the closeness of the association between the applicant and the deceased; this association need not be a blood relationship;
 - (ii) whether the applicant has to take significant responsibility for any or all of the arrangements to do with the ceremonies;
 - (iii) the amount of time needed to discharge properly any responsibilities or obligations;
 - (iv) adequate travelling time;
 - (v) the need to make a decision as quickly as possible so that the applicant is given maximum time possible to make any arrangements necessary. In most cases the necessary decision will be made immediately but may be made retrospectively where appropriate.

“Cultural Leave” for Aboriginal and Torres Strait Islander employees refers to leave to:

- a) attend or take part in the First people’s Assembly of Victoria Representative and associated meetings as a member or attendee;
- b) attend to Sorry Business, including funeral business of family (funeral business applies to the process of mourning and paying respect to a deceased person and their family);
- c) fulfil ceremonial/cultural responsibilities including to perform a service to the community and attend community meetings;
- d) fulfil family cultural obligations;
- e) celebrate cultural national days related to the Aboriginal and Torres Strait Islander culture with which the employee identifies, including NAIDOC;
- f) “Family” has a meaning that recognises that extended families exist within Aboriginal and Torres Strait Islander society and obligations of Aboriginal and Torres Strait Islander employees may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

16.2 Cultural Safety

16.5.1 The employer recognises that:

- a) racism is a serious health and safety hazard; and
- b) no worker should experience racism at work.

16.5.2 The employer has an obligation to provide a working environment that is culturally safe and without risk to health. This obligation includes a requirement to take all reasonably practicable steps to remove racism from this workplace.

16.3 Allocation of Work to Aboriginal and Torres Strait Islander Employees

16.3.1 An Aboriginal or Torres Strait Islander employee will be allocated work that provides for the cultural load which may be carried by the employee in the context of performing their duties.

17. ANNUAL LEAVE

17.1 All employees shall be entitled to 30 days annual leave.

17.2 No employee should hold annual leave entitlements beyond 20 days except that, in special circumstances, annual leave entitlements may accumulate to a maximum of 30 days upon written application to, and with the agreement of, the Branch Secretary.

17.3 Where an employee has an accrual of more than 25 days annual leave without the prior approval of the Branch Secretary, the Branch Secretary may require the employee to submit a plan that demonstrates when they will utilise their excess annual leave within the current calendar year. The Branch Secretary may, after consultation with that employee, direct an employee to take annual leave.

17.4 All employees are required to submit a plan for their annual leave and long service leave for the following year to their manager for approval by the beginning of Term 4 (in the preceding year). These plans will be approved, or approved in an amended form, and returned to staff by the end of November.

17.5 The Branch Secretary or nominee, after consultation with the relevant Manager about the needs of the work group, the AEUVB and the individual shall approve, approve in amended form, or reject the leave. Such decision will be communicated to the employee in writing.

17.6 Annual leave will not be approved for less than 1 hour.

17.7 Employees are required to work with their manager to ensure that the work requirements of their workgroup are met during school terms and term breaks.

17.8 Employees may in exceptional circumstance apply for annual leave to the Branch Secretary with short notice and that leave will not be unreasonably refused.

18. BLOOD DONATION LEAVE

The employer shall allow employees to take reasonable time in which to donate blood to Red Cross Blood Bank. Blood donors shall not be absent for more than two and a half working hours per donation.

19. COMMUNITY SERVICE (including JURY SERVICE) AND LEAVE TO APPEAR IN COURT

- 19.1 Subject to clause 19.2, an employee shall be entitled to take leave without pay for an Eligible Community Service Activity in accordance with Division 8 of Part 2.2 of the FW Act (which deals with Community Service Leave).
- 19.2 In the case of jury service, the employer shall pay the difference between the amount paid by the court and the employee's normal salary.
- 19.3 An employee shall be entitled to take leave without pay to give evidence in court.
- 19.4 Leave under this clause shall be regarded as "service" for all purposes.

20. COMPASSIONATE AND BEREAVEMENT LEAVE

An employee is entitled to up to 2 days of paid compassionate leave on each occasion that a member of an employee's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to their life; or
 - b) sustains a personal injury that poses a serious threat to their life; or
 - c) dies; or
 - d) current partner, spouse or de facto partner has a miscarriage or baby is stillborn.
- 20.1 An employee's immediate family includes their spouse or former spouse, de facto partner or former de facto partner, partner or former partner, child, parent, grandparent, grandchild, sibling. Immediate family also includes the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner), step-relations (for example, step-parent and step-child), adoptive relations. Employees can take compassionate leave for other relatives (for example, cousins, aunts and uncles) if they're a member of the employee's household or if their employer agrees.
 - 20.2 The Branch Secretary may grant leave with pay in exceptional circumstances where the death is of a person with whom the employee had a special relationship.
 - 20.3 Bereavement leave would normally be granted for up to one day to attend the funeral. Where the circumstances demand, the Branch Secretary may approve leave of up to three days.

20.4 In exceptional circumstances the Branch Secretary may extend the leave beyond three days.

20.5 Bereavement leave is not cumulative.

21. FAMILY VIOLENCE LEAVE

21.1 General Principle

The AEU recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the AEU is committed to providing support to staff that experience family violence.

21.2 Definition of Family Violence Leave

The AEU accepts the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (Act) and the definition of family violence includes physical, sexual, financial, verbal, or emotional abuse by a family member.

21.3 General Measures

Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a doctor, district nurse, maternal and child health nurse, a Family Violence Support Service, or Lawyer.

All personal information concerning family violence will be kept confidential in line with AEU policy and relevant legislation. No information will be kept on any employee's personnel file without their express written permission.

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

The AEU will identify an appropriate contact person(s) who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. The AEU will advertise the name of the contact(s) within the AEUVB.

An employee experiencing family violence may raise the issue with their manager or the workplace contact(s).

Where requested by an employee, the contact(s) will liaise with the employee's manager on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with sub-clauses 21.4 and 21.5

21.4 Leave

An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

21.5 Individual Support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the AEU will approve any reasonable request from an employee experiencing family violence for:

- a) Changes to their span of hours or pattern or hours and/or shift patterns;
- b) Job redesign or changes to duties;
- c) Relocation to suitable employment within the AEU;
- d) A change to their telephone number or email address to avoid harassing contact;
- e) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and or other local resources. The EAP shall include professionals trained specifically in family violence. An employee that discloses to the employer or the employer contact(s) that they are experiencing family violence will be given a resource pack of information regarding support services.

22. LEAVE WITHOUT PAY

An employee is entitled to apply to the Branch Secretary for leave without pay.

23. LONG SERVICE LEAVE

23.1 Employees shall be entitled to 32.5 working days leave with pay after five years' service. A further 32.5 working days of leave with pay shall be credited with each further period of five years' service. Annual leave credits beyond 20 days must be used before long service leave. In computing an employee's entitlement to long service leave all periods of paid service shall be counted, including periods in which they receive accident make-up pay.

23.2 Pay in lieu of long service shall be made to any employee with five (5) years of service who ceases employment with the AEUVB. In computing an employee's entitlement, all periods of paid service shall be counted including periods of accident make-up pay, i.e., completed years plus a fraction of

incomplete years calculated on a daily basis.

- 23.3 In the case of employees who were previously employed by the DE or equivalent employers in other sectors, any service with that former employer of up to four years shall be carried forward for the purpose of long service leave eligibility (i.e., be able to take 1.3 weeks of long service leave for each year of service with the employer).
- 23.4 Employees who have received pay in lieu of long service leave from their previous employer shall be eligible to take 1.3 weeks of long service leave for each year of service with their employer.
- 23.5 On resignation employees shall be paid out their long service leave accumulated with the AEUVB in accordance with clause 23.2 or have payment for their accumulated leave forwarded to their new employer, where practicable.
- 23.6 Long service leave entitlements shall be available at either normal pay, or half pay at double time or double pay at half time. With the approval of the Branch Secretary, long service leave credits can be paid out in whole or in part at the request of the employee. However, when long service is taken or paid out the full amount paid shall attract the employer superannuation contribution in the agreement.

24. MARRIAGE LEAVE

Marriage leave of up to two weeks without pay shall be granted upon application to the Branch Secretary. Leave may commence up to two weeks after the date of the wedding and can be taken in conjunction with paid leave approved by the Branch Secretary.

25. PERSONAL LEAVE

- 25.1 Personal Leave consists of:
- a) Sick leave which is provided to cater for circumstances where employees are unfit for work due to illness or accident.
 - b) Carer's leave which is provided to facilitate attendance to immediate family or household member in cases of injury or illness.
 - c) Leave required for the purposes outlined in 46.9(a).
- 25.2 Employees shall be credited with 15 days personal leave with pay upon commencement and a further 15 days with pay at completion of each 12 months of paid employment. This does not include any period of employment where an employee is absent from duty and in receipt of weekly payments under the WIRC Act.
- a) Unused personal leave credits shall be cumulative from year to year;
 - b) Medical certificates or certificates in lieu or a statutory declaration when it is impracticable to obtain a certificate shall be provided to the Branch

Secretary for any absence of three or more consecutive working days or where more than five days are taken without certificate in any calendar year;

- c) A certificate in lieu means a certificate issued by a person registered to practice as a dentist, physiotherapist, chiropractor, osteopath, optometrist, psychologist or other health professional approved by the Branch Secretary;
- d) The Branch Secretary may require an employee to provide a medical certificate in relation to a particular absence or absences;
- e) Employees shall be entitled to take their accumulated personal leave as Carer's Leave;
- f) Where an employee with accrued personal leave credits becomes ill or is required as a carer, while on Long Service Leave, Annual Leave, or TOIL on provision of a medical certificate from a registered medical practitioner the employee will be placed on personal leave for the period(s) and no deduction will be made from the employee's Long Service Leave, Annual Leave or TOIL.

25.3 Upon the recommendation of a sick leave committee consisting of the Branch Secretary, Deputy Branch Secretary and two nominees of MEAA, Branch Executive may in exceptional circumstances, allocate an employee additional personal leave credits.

25.4 Should an employee subsequently return after resignation they shall have 50% of their previous personal leave entitlements re-credited.

25.5 Subject to the agreement of the Branch Secretary, where an employee on sick leave provides a medical certificate certifying fitness to resume on alternative duties, that employee may be permitted to resume where an appropriate time fraction and role can be determined.

25.6 Immediate family includes partner, former partner, spouse, former spouse, de facto partner or former de facto partner, child or adult child (including adopted/foster child, step-child or nuptial child), parent (including step-parent), grandparent, grandchild or sibling of the employee or employee's spouse or de facto partner.

26. PUBLIC HOLIDAYS

Any employee, to whom this Agreement applies, other than a casual employee, shall be entitled to the following holidays without loss of pay:

26.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and

26.2 The following days, as prescribed in Victoria:

- a) 26 January, ANZAC Day, King's Birthday, Eight Hours' Day or Labour Day, the Friday before the AFL Grand Final (if Gazetted); and

- b) One other day to be specified according to State or locality or on some other basis.
- 26.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 26.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 26.5 New Year's Day or 26 January is a Saturday or a Sunday, holiday in lieu thereof shall be observed on the next Monday.
- 26.6 Where the State or locality declares or prescribes public holidays on days other than those set out in 26.1 and 26.2 those days shall constitute additional holidays for the purpose of this Agreement.
- 26.7 The employer may substitute another day for any prescribed in this clause by agreement with the majority of employees at the relevant workplace.
- 26.8 Notwithstanding 26.7, the employer and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- 26.9 An agreement pursuant to 26.8 shall be recorded in writing and be available to every affected employee.

27. SABBATICAL LEAVE

- 27.1 The AEU may grant an employee sabbatical leave on 80% of salary subject to the employee agreeing to have their annual salary reduced by 20% for the relevant work period, and the employee entering an agreement with the AEU covering the terms and conditions of the sabbatical leave.
- 27.2 Unless otherwise approved by the AEU, sabbatical leave must be taken immediately following the completion of the relevant work period during which salary was reduced under 27.1.
- 27.3 If during the relevant work period the employee wishes to cancel the arrangement, the 20% salary reduction will be repaid to the employee at the relevant salary rate applying at the time it was deducted, not the current salary rate, ensuring no extra salary cost to the AEU.

28. SPOUSE LEAVE

- 28.1 The Branch Secretary may approve unpaid spouse leave:
- a) To accompany a spouse travelling overseas or interstate;
 - b) Where an employee's spouse is granted long service leave.

- 28.2 A person taking spouse leave shall not be compelled to take any long service leave but is required to take annual leave credits in excess of 20 days.
- 28.3 Spouse leave shall be granted no more than once every three years other than in exceptional circumstances.
- 28.4 For the purpose of spouse leave, all forms of de facto relationships shall be recognised.

29. STUDY LEAVE

- 29.1 Branch Executive may grant study leave on an annual basis on the following terms to any employee for the purpose of acquiring any qualification or studying any subject which meets the needs of the employer and is likely to increase the efficiency in the performance of their duties. Once granted, any further application for extension of that study leave will not be refused unreasonably.
- 29.2 Time off on full pay shall be for up to six hours per week on average for the duration of the course. In addition, leave of absence on full pay, not exceeding a total of five days in any calendar year, may be granted immediately preceding or during the period of examination, or preparing compulsory practical work.
- 29.3 In addition to the period granted with pay for study, reasonable time may be allowed to the employee for travel between their headquarters and the institution at which the employee is undertaking their study.
- 29.4 On successful completion of one year of study of a course approved by the Branch Secretary, the employee shall be entitled to the reimbursement of any compulsory fees up to the maximum of \$500.

30. TIME OFF IN LIEU (TOIL)/COMPENSATORY LEAVE

- 30.1 Time off in lieu (TOIL) is granted in recognition that staff are required to attend night meetings and do other work outside normal hours.
- a) It is taken with the approval of the Branch Secretary.
 - b) The taking of the leave is consistent with the priorities of the employer.
 - c) It is not cumulative and must be taken within the year in which it is credited.
 - d) TOIL shall not be approved for less than 30 minutes.
- 30.2 All staff shall be allocated ten (10) compensatory leave days per calendar year.
- 30.3 Work required by the Branch Secretary of Administrative Staff which requires attendance beyond the 38 hour week will be allocated as equitably as

possible among Administrative Staff.

- 30.4 Employees required by the Branch Secretary to work on public holidays or on annual leave shall be credited with hour for hour compensatory leave.
- 30.5 Staff who work modified normal hours (such as a compressed week) are expected to attend meetings or do other work from time to time outside of their compressed hours, consistent with clause 30.1.

31 PARENTAL LEAVE

- 31.1 An employee is entitled to be absent from duty for up to a total of seven years following, or in conjunction, with the birth, adoption or otherwise becoming the legal parent of one or more children comprising one or more of the following forms of leave:
 - a) Maternity leave
 - b) Other paid parental leave
 - c) Partner leave
 - d) Family leave without pay being that portion of a parental absence not covered by paid leave
- 31.2 Any period of long service leave granted during a parental absence will extend the maximum period of parental absence available under clause 31.1
- 31.3 Subject to clause 31.4, a parental absence may commence at any time after an employee submits satisfactory medical evidence that the employee is pregnant (but not later than the date of birth) or, in any other case, at any time up to six weeks prior to the birth or adoption of the child. Except in special circumstances notified to the Branch Secretary, an employee shall give at least three months written notice of intention to take family leave.
- 31.4 Unless otherwise approved by the Branch Secretary, an employee who is pregnant is required to be absent from duty for the period:
 - a) six weeks before the expected date of birth of the child until six weeks after the actual date of birth; or
 - b) six weeks from the date of birth if the birth occurs earlier than six weeks before the expected date of birth of the child.
- 31.5 The Employer must permit an employee to attend for duty during any part of the period stated in clause 31.4 provided that:
 - a) the employee will be fit to perform their normal duties during their normal hours of attendance for the relevant period (proof of which is to be by medical certificate supplied by the employee).
- 31.6 A particular parental absence cannot extend beyond the seventh birthday of the child for whom the absence has been granted provided that:
 - a) the Employer may allow an employee a further parental absence in the event of any subsequent pregnancy.

- 31.7 Excluding other paid parental leave and partner leave, only one parental absence may be approved for a particular child (or children in respect of a multiple birth) which must be a continuous absence. Provided that where two employees are eligible to be absent under this clause in conjunction with the birth, adoption or otherwise becoming the legal parent of the same child (or children in respect of a multiple birth):
- a) each employee is entitled to a parental absence of seven years;
 - b) only one parental absence may be taken per employee per child;
 - c) excluding other paid parental leave and partner leave, or unpaid concurrent leave of eight weeks in accordance with the National Employment Standards, both employees may not be absent at the same time and the absences must be contiguous.
- 31.8 Employees on family leave must have the approval of the Branch Secretary to accept alternative employment. If that approval is not granted, and the person takes up employment, family leave is terminated.
- 31.9 An employee may return to duty after a parental absence:
- a) six weeks following the birth or placement of a child or the expiration of maternity leave if written notice of intention to return is given to the Branch Secretary to this effect prior to commencement of the absence; or
 - b) at any time during the year provided written notice of intention to return is given to the Branch Secretary by 1 September in the year preceding the intended date of return; or
 - c) at such other time as the Branch Secretary approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.
- 31.10 An employee with a child under school age may request to return to duty following a parental absence on a part-time basis to assist the employee in reconciling work and parental responsibilities.
- a) The Branch Secretary will consider the request under clause 31.9 having regard to the employee's circumstances and the operational needs of the workplace. Provided the request is genuinely based on the employee's parental responsibilities, the Employer may only refuse the request on reasonable grounds.
 - b) Where an employee returns to duty on a part-time basis under clause 31.9 that employee will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental absence when the last of the employee's children reaches school age.
- 31.11 Notwithstanding clause 31.1, where the pregnancy of an employee terminates or results in a stillborn birth:
- a) in the first 12 weeks, the employee is entitled to take leave consistent with relevant leave provisions in this agreement, other than parental leave;

- b) after 12 weeks or more, the employee will be entitled to an unpaid absence of six months following the termination or still birth, inclusive of any period of maternity leave, or such longer period as may be medically certified.

31.12 Where the pregnancy of an employee terminates, or results in a still born birth, after 20 weeks, the employee is entitled to access maternity leave, in accordance with clause 32.1 (maternity leave).

31.13 An employee is entitled to have superannuation contributions made in respect of the period of the employee's parental absence for which they are the primary caregiver which occurs on or after the commencement of this agreement.

The quantum of superannuation contributions payable under this clause will be calculated based on:

- a) the number of weeks of the employee's parental absence for which they are the primary caregiver, capped at 52 weeks;
- b) the employee's normal rate of pay; and
- c) the applicable contribution rate under the Superannuation Guarantee Administration Act 1992 (Cth) at the time the payment is made.

An allowance equivalent to the difference between the employee's salary and the Government paid parental leave allowance will be paid for the duration of the Government benefit up to 20 weeks;

Superannuation and long service leave payable for this period in relation to the employer contributions only.

32 MATERNITY LEAVE

32.1 An employee is entitled to maternity leave with or without pay for a continuous period of sixteen (16) weeks commencing from the date the employee commenced an absence from duty under clause 31.4. Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, the employee has no entitlement to leave under this subclause but may be eligible for personal leave under clause 25 or to leave under section 80 of the Fair Work Act 2009 (Cth).

32.2 The employee is eligible for paid maternity leave if the provided an employee has been on duty with AEUVB and/or Victorian Department of Education, and/or equivalent employers in other sectors for the six months immediately preceding the date the employee commenced an absence from duty under clause 31.4. The period during which an employee attends for duty within the periods specified by subclauses 31.4 (i) and (ii) will not be included as part of the 26 weeks qualifying service.

- 32.3 An employee may elect to take paid maternity leave on full or half pay. Provided that an employee who elects to take their paid maternity leave at half pay must notify the Branch Secretary of this intention prior to commencing leave unless otherwise agreed between the employee and the Employer.
- 32.4 While on maternity leave with pay, an employee will be paid at:
- a) the time fraction which the employee was working immediately before commencing maternity leave; or
 - b) The time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing parental absence under clause 31.3.

33 OTHER PAID PARENTAL LEAVE

- 33.1 An employee who is granted parental responsibility and is the primary caregiver of a child:
- a) Following the adoption of a child;
 - b) Under a surrogacy arrangement;
 - c) Through a permanent care order; or
 - d) In such circumstances approved by the Employer where that employee is not otherwise entitled to paid parental leave under this clause
- Will be entitled, on submitting evidence of the date of placement of the child or the date the employee is granted personal responsibility, to paid leave for sixteen (16) weeks commencing not more than six weeks prior to that date. The conditions for granting and payment of leave under this clause are specified in clauses 32.1-32.4 (maternity leave clauses).
- 33.2 Where no legal adoption ensues or no action is taken to register the baby's birth if required under state/territory law, the employee has no further entitlement to leave under this clause 33.
- 33.3 Where two employees apply for leave under this clause in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for eight weeks commencing on the date of placement of the child or the date the employees are granted parental responsibility of the child (or children, as the case may be).
- 33.4 An Employee who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per child following the placement of the child with the employee.
- (a) For the purposes of this clause, 'foster and kinship care' includes:

- Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
 - Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
 - Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- (b) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.

33.5 An employee who is eligible for paid leave under clause 33 and clause 34 is entitled to leave under clause 33 and will have no further entitlement to leave under clause 34.

34 PARTNER LEAVE

- 34.1 An employee who submits satisfactory evidence that the employee has accepted parental responsibility for a child but is not the primary caregiver (or children in respect of a multiple birth) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to twenty (20) days (in respect of a full time employee, pro-rata for part-time employees), to care for such child (or children in respect of a multiple birth) and/or primary caregiver of the child.
- 34.2 Partner leave must be taken in the period commencing one week before the expected date of birth of the child (or children in respect of a multiple birth) and concluding six weeks after the actual date of birth. Partner leave can be taken in separate periods within that time frame.
- 34.3 An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under clauses 32 or 33 in respect of the same child (or children in respect of a multiple birth).

35 PRE-NATAL LEAVE

- 35.1 An employee who is pregnant may access paid leave up to a maximum of 38 hours per pregnancy to attend routine medical appointments associated with the pregnancy provided that she:
- a) Provides a medical certificate to the Branch Secretary confirming pregnancy;
 - b) Provides a medical certificate for each medical appointment; and
 - c) Schedules medical appointments at times that minimise disruption to the employer.

- 35.2 An employee whose spouse or de facto is pregnant may access paid leave to a maximum of 15.2 hours per pregnancy to enable attendance at routine medical appointments associated with the pregnancy, provided that the employee:
- a) Provides a medical certificate to the Branch Secretary confirming the pregnancy;
 - b) Provides a medical certificate for each medical appointment; and
 - c) Schedules medical appointments at times that minimise disruption to the employer.

36 BREASTFEEDING AND LACTATION

36.1 Lactation Breaks

The clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.

- 36.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

- 36.3 A part time staff member working 4 hours or less on any one day is entitled to one paid lactation break of up to 30 minutes on any day so worked.

- 36.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and the Branch Secretary or their nominee, provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Branch Secretary or their nominee needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

- 36.5 The AEU shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 36.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the Branch Secretary or their nominee and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.

- 36.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association Breastfeeding Helpline Service or the Public Health System.

- 36.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 25 Personal Leave of this Agreement.
- 36.9 The AEU, in consultation with MEAA, will develop a policy to be implemented during the life of this Agreement, to provide additional guidance in relation to clause 36.

37 WORKERS COMPENSATION

- 37.1 Make-up payment means a payment of the difference between the amount of compensation paid to the employer pursuant to any workers compensation insurance under the WIRC Act, and the employee's ordinary rate of pay, excluding overtime.
- 37.2 The cessation or termination of the employee's employment during the period of any incapacity terminates the entitlement to make-up pay. The employer shall pay make-up payment during the incapacity of the employee until such incapacity ceases and the employee returns to work or until the expiration of an aggregate of 52 weeks from the date of the injury, whichever event occurs first.
- 37.3 The liability of the employer to pay make-up pay arises at the date of the injury or accident.
- 37.4 If there is a delay in acceptance of liability by the workers compensation insurer, then make-up pay shall be granted retrospectively for the period for which liability has been accepted provided that the obligation to pay make-up pay shall not apply if weekly payments are made in settlement of a claim where the employer does not admit liability.
- 37.5 Subject to the agreement of the Branch Secretary, an employee on Workers Compensation make-up pay may be allowed to reduce their time fraction temporarily and extend proportionately the period of make-up pay.
- 37.6 All accrued leave is capped at the accrual rate held by the employee upon cessation of make-up payments by the employer.

38 EMPLOYEE'S RESERVE

For the duration of this agreement the employer will ensure the employee reserve funds have at minimum the amount required to meet the annual increase in liability to help ensure the accrued entitlements of staff are guaranteed.

39 PROFESSIONAL DEVELOPMENT

- 39.1 The AEUVB is committed to providing a supportive and rewarding

environment for employees and recognises that the quality and professionalism of its workforce is linked to the further development of their skills and knowledge.

The AEUVB is, within its available resources, committed to providing employees with:

- (a) The opportunity to plan and develop skills, knowledge and attributes that complement organisational and workgroup goals;
- (b) The opportunity to participate in developmental activities that extend and enhance their capabilities and capacity for advancement within the organisation; and
- (c) Equity of access to professional and development opportunities.

The AEUVB will seek to balance the individual development needs of staff with the organisation needs in meeting AEUVB goals and priorities.

- 39.2 The current Professional Development Process is in Schedule 2 of this Agreement. During the life of this Agreement, the Branch Secretary shall review and continue to develop and implement a professional development process.
- 39.3 All employees will engage in the professional development process during the life of this agreement.
- 39.4 Approval of professional development activities shall be the responsibility of the Branch Secretary. Attendance at approved professional development activities shall be considered as part of the employee's normal duties for all purposes.
- 39.5 The cost of professional development activities approved by the Branch Secretary shall be borne by the employer.

40 STAFF VACANCIES

Following consultation with MEAA, all staff vacancies determined by the employer shall be advertised at the earliest opportunity unless otherwise agreed by the employer and MEAA. Employees who apply and meet the mandatory criteria for the position shall be granted an interview.

40.1 Selection Panels

- 40.2 All Professional Officer selection panels shall be composed of:
 - a) Branch President or nominee of the Branch President;
 - b) A nominee of Branch Executive;
 - c) Branch Secretary or nominee of the Branch Secretary;
 - d) An employee nominated by MEAA;
 - e) Workgroup Manager if required by the Branch Secretary.

Recommendations shall be made to Branch Executive.

40.3 All other selection panels for positions within the scope of this enterprise agreement:

- a) Branch Secretary or nominee and/or leadership coordinator or nominee;
- b) Workgroup (staff) Manager;
- c) An employee nominated by the Communications Unit, acting as a representative of the workgroup.

Recommendations shall be made to the Branch Secretary.

40.3.1 All selection panels shall reflect gender balance.

40.4 The following procedures shall apply in the appointment process for all Communications Unit staff:

40.4.1 An interview must be conducted prior to the filling of positions. Unless the Branch Secretary in consultation with the Manager of the Publications Unit shall determine that an interview is unnecessary.

40.4.2 This interview procedure need not apply where the vacancy allows for re-allocation of duties within a workgroup, or where positions have similar job descriptions.

40.4.3 All members of selection panels shall be involved in all stages of the process.

40.4.4 All selections shall be merit based.

40.4.5 Successful applicants for employment must demonstrate an understanding and knowledge of issues relating to equal employment opportunity.

40.5 Replacement of Employees Temporarily on Leave

40.5.1 The Branch Secretary shall determine whether replacement is required after consultation with the relevant Manager and President of MEAA;

40.5.2 If replacement is required, the Branch Secretary may give part-time employees within the workgroup the option of extending time fractions for the required period;

40.5.3 Where appropriate, the Branch Secretary may allow part-time employees in other workgroups to extend their time fraction for the required period;

40.5.4 If no part-time employee wishes to extend their time fraction, casual or temporary replacement may be engaged;

40.5.5 Where an employee or potential employee requires assistance from the

AEUVB to secure leave from their former or existing employer, to continue or commence employment with the AEUVB, the employer shall provide that support.

40.6 Replacement of Employees on Family Leave

- 40.6.1 Employees who commence family leave may be replaced by casual or temporary employment, depending upon the known length of the leave and whether paid leave is being taken in conjunction with any family leave.
- 40.6.2 Where a family leave vacancy is filled by temporary employment, the term of the initial appointment will be to 31 December of the year of employment or to the known date of resumption, whichever is sooner.
- 40.6.3 Any subsequent extension(s) of employment will be to 31 December of the following year or the date of return of the employee from family leave, whichever is the sooner.
- 40.6.4 If the employee on family leave resumes duty, the temporary employee's services are automatically terminated except where the Branch Secretary allows an early return to duty under compassionate circumstances. In that circumstance cessation will occur on 31 December of that year.
- 40.6.5 If the employee on family leave resigns and the employer decides the position is no longer required, the employment of the temporary employee shall be terminated, and the position abolished.

40.7 Probation

All staff employed under this agreement shall be employed on probation for a period of up to six months. A person appointed on probation shall remain on probation until the appointment is confirmed or the employee's employment terminated.

- 40.7.1 During this period of probation, the AEUVB shall either
- a) Confirm the appointment;
 - b) Terminate the employee's employment;
 - c) Extend the period of probation for one further period not exceeding six months.
- 40.7.2 Where the AEUVB makes a decision to terminate the employment of the employee, the AEUVB will provide the employee with 1 weeks notice or payment in lieu of notice.
- 40.7.2 Where probation is extended the employee and the Branch Secretary shall discuss the nature of support required and how this can be delivered. If a formal support group is required, at least one member of that group shall be a nominee of the employee from the workplace. The support group shall provide advice to the employee for the balance of the period of probation.
- 40.7.3 During the extension of probation, the AEUVB shall either confirm or terminate the employment of the employee.

- 40.7.4 Where the AEUVB decides to extend the period of probation of an employee who has commenced employment at a point above step one (1) of the appropriate range, a review of salary must occur. Where the Branch Secretary has reasonable grounds to believe that the initial placement on the subdivision range was inconsistent with the employee's level of skill and diligence, an appropriate downward adjustment of salary subdivision can be implemented.

41 PART-TIME EMPLOYMENT

- 41.1 Employees shall be eligible to apply to the Branch Secretary to change their time fraction. The Branch Secretary shall respond within a period of 14 days.
- 41.2 The following conditions of service shall apply on a pro rata basis according to the time fraction worked:
- a) Salary and allowances
 - b) Personal Leave
 - c) Annual Leave
 - d) Long Service Leave
 - e) Hours
 - f) TOIL

All other classes of leave and other conditions of service shall apply as set out in this Agreement.

- 41.3 The employer shall continue to treat the family needs of employees in relation to requests to change their time fraction with sympathetic consideration.
- 41.4 A part-time employee will be rostered for a minimum of 4 hours consecutive on any day.

42 COMPLAINTS AND/OR ALLEGATIONS OF UNSATISFACTORY PERFORMANCE OR MISCONDUCT

- 42.1 Where the Branch Secretary receives a complaint or has grounds to believe that an employee's work performance is unsatisfactory, the concerns shall be raised initially with the employee in an informal manner. The employee will be notified that they have the right to representation at all stages. The member(s) shall be informed of the meeting's purpose, where possible, at least one business day prior to the meeting. If the Branch Secretary is satisfied with the employee's response, then the process shall terminate.

If the Branch Secretary concludes that the complaint and or concerns have a basis in fact but are of a minor nature, informal processes shall be utilised to address the problem(s).

42.2 Discipline Process

Formal discipline procedures shall be initiated where the informal process has been unsuccessful, or the Branch Secretary has reasonable grounds to believe

that an employee has:

- a) Committed an act of serious misconduct;
- b) Been negligent or careless in the discharge of their duties;
- c) Been inefficient, unsatisfactory, or incompetent in the performance of their duties.

42.3 If one or more of those circumstances arise the Branch Secretary or nominee shall:

- a) Inform the employee in writing of the details of the allegations against them, the name of the complainant(s);
- b) Give the employee at least five working days to respond to the allegations in writing;
- c) Investigate the matter and prepare a report; (This task may be delegated)
- d) Consider the employee's responses, the report of the investigation and decide an appropriate course of action.

42.4 Where the Branch Secretary believes the allegations are so serious that action needs to be taken before the discipline procedures are completed, they may reallocate the employee to other duties or stand the employee down on full pay.

42.5 After completing the processes on clause 42.3 the Branch Secretary may:

- a) Dismiss the allegation(s);
- b) Provide monitoring and support over an appropriate period;
- c) Counsel the employee;
- d) Formally reprimand the employee and provide advice;
- e) Recommend to Branch Executive dismissal of the employee.

42.6 Where monitoring and support is applied, the Branch Secretary shall discuss with the employee the nature of the support and or the extent and the criteria for monitoring. After that discussion the Branch Secretary will determine the nature and extent of the monitoring and support.

42.6.1 If a support group is required, at least one member of that group shall be a nominee of the employee from the workplace. The Support Group shall provide advice for the employee for eight weeks or any longer period determined by the Branch Secretary after consultation with the employee.

42.6.2 Persistent failure of the employee to comply with the requirements of the support and monitoring process shall be deemed to be serious misconduct and be dealt with under clause 42.2

42.6.3 At the conclusion of this monitoring and support period, the Branch Secretary shall review the performance of the employee and provide the employee with a written report.

No further action will be taken if the criteria have been satisfied and or support provided has resolved the problems.

- 42.7 At the conclusion of the monitoring and support processes, the Branch Secretary shall terminate the discipline procedures or extend the period of monitoring and support or counsel the employee or formally reprimand the employee and to provide advice or recommend to Branch Executive dismissal of the employee.
- 42.8 If Branch Executive dismisses the employee, the employee shall be provided with the reasons for dismissal in writing. The dismissal shall be effective immediately on receipt of the notice of dismissal. In the event of dismissal, the employee shall be entitled to:
- a) Pay in lieu of accrued annual leave consistent with entitlement;
 - b) Pay in lieu of long service leave entitlements;
 - c) Severance pay equivalent to six weeks' salary.
- 42.9 The employee shall have the right to representation by an official of any union affiliated with the Victorian Trades Hall Council throughout these processes. Where a matter is escalated to include an official of the ASU after a delegate or support person has previously been involved, a meeting can occur with the two ASU representatives present to ensure continuity of information.
- 42.10 An employee who is absent from duty for at least 10 consecutive working days without having leave approved by the Branch Secretary or having provided the Branch Secretary with satisfactory reasons for their absence, shall be deemed to have abandoned their employment. After the expiration of the 10 consecutive working days, the Branch Secretary shall advise the employee that they have repudiated their contract of employment if they do not produce satisfactory reasons for the absence. If reasons sufficient to satisfy the Branch Secretary are not produced within a further 5 working days, the Branch Secretary shall notify the employee in writing that the AEUVB accepts the repudiation; the employee's contract has been terminated by the employee; and the employee's employment at the AEUVB has ceased at the initiative of the employee. To avoid doubt, the Branch Secretary is not required to deal with the employee who has abandoned their employment in accordance with the discipline process set out in this clause.

43 REDUNDANCY

- 43.1 A position is "redundant" if the AEUVB no longer requires that a job be done by anyone, the term is used in accordance with established industrial usage. Redundancy of a position could (but need not) occur in such circumstances as:
- a) Effects of any future federation, amalgamation or the sharing of resources with another organisation or other organisations;
 - b) Internal reorganisation;
 - c) An appointed position being made elected and the incumbent choosing not to stand for election;
 - d) There is a demonstrable and long-term shortage of employer funds;
 - e) An employee's duties and responsibilities have been changed

dramatically by decision of the employer and those changes are unacceptable to the employee.

Employees may be represented at any time during consultation under this clause.

43.2 Where the Branch Executive, on behalf of the AEUVB, determines that any of these circumstances exist, or are likely to exist within a defined period and produce a change in staff roles or establishment, it shall consult with the Union before discussions are held with individual employees.

43.3 The employer agrees to:

43.3.1 Notify the Union and to provide it with full information about any plans which may lead to offers of redundancy;

43.3.2 Take, in consultation with the Union, positive measures to avoid or minimise loss of employment due to redundancy;

43.3.3 Where a redundancy is to be implemented, in the first instance relevant employees must be given the opportunity to express interest in that redundancy. The employer is not bound to grant a redundancy to any employee who expresses interest and may decide to declare redundant an employee who has not lodged an expression of interest.

43.3.4 Provide a minimum of three (3) months' notice to staff occupying positions deemed redundant.

43.3.5 Offer salary in lieu of this period if the employee chooses to leave at the commencement of the period of redundancy. In the case of employees leaving prior to the end of the redundancy notice, a pro-rata amount shall be paid;

43.3.6 Consider re-training employees once a position is declared redundant. This re-training may be internal or by other organisations to facilitate;

- a) Internal transfers to new roles, or
- b) Gaining new employment external to the AEUVB, or
- c) To increase their chances of gaining new employment.

43.3.7 Compensate employees in respect of costs incurred if they transfer to other localities within the AEUVB on the basis of negotiations between the employer and the Union considering individual cases on their merits;

43.3.8 On application give consideration of any subsequent vacancy to employees who have become redundant and, if they are re-employed, to regard their service as continuous, (i.e., restore all previously accrued leave credits, provided that such credits were not previously paid out at termination);

43.3.9 Give assistance, where requested, to employees to obtain alternative employment by notifying relevant public authorities (e.g., Department of Education, TAFE employing authority) of impending redundancies so that all

appropriate action may be taken by those authorities to assist the employees affected, and/or checking vacancies through trade union networks;

- 43.3.10 Provide up to 8 days paid leave during the period in which the employee is under redundancy notice to allow a search for alternative employment. If no redundancy period is taken, that is, pay in lieu of such a period is agreed, then this form of leave shall not apply.

44 Severance Payments

44.1 An employee, with at least one year's service, whose position is made redundant, shall be entitled to a severance payment calculated in accordance with this clause. Provided that the amount is not less than a redundancy payment under section 119 of the FW Act (in which case, an employee will receive a redundancy payment in accordance with section 119 of the FW Act), the following minimum severance benefits shall apply to employees whose positions become redundant:

- a) An employee who has had between one and five years' service shall receive a payment calculated by taking 5% of their current gross annual base salary and multiplying that figure by the employee's years of service or part thereof:
- b) An employee with five years or more service or part thereof shall receive:
 - i) In respect of the first five years' service a payment calculated by taking 5% of their current gross annual salary and multiplying that figure by 5; and
 - ii) In respect to each year, or part of a year, thereafter, a payment calculated by taking 6% of their current gross base salary and multiplying that figure by the employee's years of service or part thereof.
- c) An employee who is more than 45 years old on the date of the termination of their employment shall receive, in respect of any service prior to turning 45, the amount calculated in accordance with 44.1 and, in respect of service thereafter, an amount calculated by taking 7% of their current annual base salary and multiplying that figure by the employee's years of service or part thereof after turning 45.

44.2 Where an employee has full and or part-time salary, the years of service shall be aggregated to equivalent full-time years of service.

44.2.1 Employees who are redundant after less than one year of employment shall receive two (2) weeks' pay.

44.2.2 Payment for all long service leave credits (regardless of years of service). If an employee so chooses the employer will provide for the portability of long service leave credits to another employer, where applicable.

44.2.3 Payment of accrued annual leave and pro rata payment of holiday loading.

45 EMPLOYEE INDEMNITY

The Employer indemnifies an employee against any liability in respect of any loss or damage suffered by the employer or any other person in respect of anything necessarily done or omitted to be done by the employee acting in good faith in the performance of the duties of an employee.

46 SEXUAL HARASSMENT AND GENDERED VIOLENCE

46.1 The employer recognises that:

- a) sexual harassment and gendered violence are serious health and safety hazards; and
- b) no worker should experience sexual harassment and gendered violence at work.

46.2 The employer has an obligation to provide a working environment that is safe and without risk to health. This obligation includes a requirement to take all reasonably practicable steps to remove sexual harassment and gendered violence from this workplace.

46.3 Definition of Sexual Harassment and Gendered Violence

46.3.1 Sexual harassment and gendered violence are any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles.

46.3.2 Gendered violence includes:

- a) violence experienced by women because they are women;
- b) violence experienced by a person because they identify as LGBTIQ+;
- c) violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity;
- d) witnessing sexual harassment and gendered violence directed at someone else, such as a co-worker.

46.3.3 Examples of sexual harassment and gendered violence include (but are not limited to) behaviours and actions such as:

- a) stalking;
- b) intimidation or threats;
- c) verbal abuse;
- d) ostracism or exclusion;
- e) rude gestures;
- f) offensive language and imagery;

- g) put downs, innuendo/insinuations;
- h) being undermined in your role or position;
- i) sexual harassment;
- j) sexual assault and rape.

46.4 Measures to address sexual harassment and gendered violence at the workplace:

- a) Gender inequalities, sexism, homophobia, and transphobia at work drive sexual harassment and gendered violence at work. Sexual harassment and gendered violence can be perpetrated by those who are external to the workplace, and those who are internal to the workplace.
- b) The employer will therefore take positive steps to:
 - (a) eliminate gender inequalities that exist in the workplace;
 - (b) overcome gender segregation where it exists;
 - (c) eradicate cultures of sexism and misogyny;
 - (d) eradicate homophobia and transphobia; and
 - (e) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

46.5 Development of an action plan

46.5.1 Addressing the factors that underpin sexual harassment and gendered violence will assist in preventing and eliminating that violence.

46.5.2 The employer therefore agrees to put an action plan in place, in consultation with its employees and the relevant union/s, within 4 months of the coming in to effect of this agreement which is designed to:

- a) eliminate gender inequalities that exist in the workplace;
- b) overcomes gender segregation where it exists;
- c) eradicate cultures of sexism and misogyny; eradicate homophobia and transphobia;
- d) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities;
- e) ensure that job design and systems of work do not cause or increase the risk of sexual harassment and gendered violence or perpetuate gender inequality.

46.5.3 The action plan will give specific attention to vulnerable workers including those that are: engaged in service delivery and care-based roles; are casual, contract, visa workers or who are otherwise insecurely engaged; identify as LGBTIQ+; are Aboriginal or Torres Strait Islander; are migrants or culturally and linguistically diverse or have a disability.

46.5.4 The action plan will assess and address the risk of exposure to sexual harassment and gendered violence:

- a) in the work environment;

- b) the way work is designed and managed; and
- c) in workplace policies and procedures and practices.

46.5.5 Progress on the implementation of this action plan will be a standing item for discussion at the Consultative Committee and the Health and Safety Committee.

46.6 The employer will:

- a) assess the sexual harassment and gendered violence risks in the workplace and will develop a strategy to remove these risks in conjunction with workers and the relevant union/s;
- b) develop and publish workplace guidelines on solutions to overcome sexual harassment and gendered violence in the workplace, to address sexual harassment and gendered violence risks and the incidence of sexual harassment and gendered violence in this workplace within 4 months of the coming into effect of this agreement. These guidelines will be consistent with this clause and will be produced in consultation with the workers and relevant union/s;
- c) ensure that data, including incident reports, pertaining to sexual harassment and gendered violence, are maintained, and recorded in order to assist in and identify instances of sexual harassment and gendered violence and to review progress towards achieving a sexual harassment and gendered violence free workplace. This data will be made available to the consultative committee and health and safety committee. The relevant union/s will also have access to this data on request;
- d) identify sexual harassment and gendered violence contact persons throughout the organisation, in consultation with workers and the relevant union/s. These persons may include managers, team leaders, union contacts and HSRs. All sexual harassment and gendered violence contact persons will receive training on: the operation of this clause; understanding sexual harassment and gendered violence as a serious workplace health and safety issue and; how to respond to incidences of sexual harassment and gendered violence;
- e) give paid leave away from work at least annually, for union delegates and HSRs, to attend training, delivered by VTHC or the relevant union/s, on sexual harassment and gendered violence at work, how to respond to and prevent it, and the operation of this clause;
- f) facilitate training by the senior leadership team, about the operation of this clause; understanding sexual harassment and gendered violence as a serious workplace health and safety issue, and how to

achieve gender equality and create workplaces that are inclusive of workers from a range of backgrounds, experiences and identities;

- g) provide training and information to all workers on the AEUVB's commitment, outlined in 46.2 and the operation of this clause; and
- h) ensure all new workers receive training and information at their induction regarding the AEUVB's commitment, as outlined in 46.2, and the operation of this clause.

46.7 No adverse action will be taken against a worker who reports experiencing or witnessing sexual harassment and gendered violence or whose attendance or performance suffers as a result of them experiencing or witnessing sexual harassment and gendered violence at work.

46.8 Any employer action to address sexual harassment and gendered violence risks or to respond to reports or incidences of gendered violence will:

- a) Effectively deal with instances of sexual harassment and gendered violence in a timely manner without blaming or persecuting the victim; address the behaviours and actions that constitute sexual harassment and gendered violence as well as the stereotypes/assumptions, cultures and system of work that foster sexual harassment and gendered violence.
- b) Reinforce that any perpetrator is responsible for their behaviour and the choices they make.
- c) Ensure that reporting and investigative processes are confidential, completed in a timely manner and do not penalise or cause further harm to employees who have experienced sexual harassment and gendered violence.
- d) Ensure that any investigative processes apply the principles of natural justice and procedural fairness and do not penalise or cause further harm to employees who have experienced sexual harassment and gendered violence.
- e) Allow any worker involved in any instances of sexual harassment and gendered violence (including victim/survivor, witness, or perpetrator) to have access to a representative of their choosing in any process associated with these instances.
- f) Not excuse the perpetrators violent behaviour or down-play the significance and seriousness of the perpetrator's inappropriate actions.

46.9 The employer will:

- a) ensure those who experience or witness sexual harassment and gendered violence at work have access to appropriate support to

deal with the impact of sexual harassment and gendered violence;
and access to appropriate support services, including access to leave
arrangements as outlined in clause 25.1;

- b) provide access to support services to those who perpetrate sexual harassment and gendered violence in order to assist them to change their behaviour; and
- c) make information regarding counselling and support services readily available throughout the workplace.

46.9.1 Policies and procedures within the workplace shall be reviewed to ensure they are consistent with the provisions of this clause.

46.9.2 Nothing in this clause overrides any obligation the employer may have with respect to other clauses within this agreement or under any Act or Regulation.

46.9.3 Nothing in this clause overrides any rights a worker may have with respect to other clauses within this agreement or under any Act or Regulation.

47 PERSONAL PROPERTY (EXCLUDING VEHICLES)

47.1 The use of personal property in the conduct of AEUVB business is discouraged.

47.2 The employer shall accept responsibility for the reimbursement of costs of personal property lost, stolen or damaged whilst being used for AEUVB business, or in transit to and from the place of business for that purpose, provided:

- a) The use of the personal property was authorised by the Branch Secretary or nominee and listed on a register kept for the purpose;
- b) All due care and responsibility was taken.

47.3 No responsibility shall be accepted for personal property not recorded in the register kept for the purpose.

47.4 The employer shall, upon request of any employee, provide appropriate secure storage for small items for personal property and apparel.

48 EMPLOYER PROVIDED MOTOR VEHICLES

48.1 Smoking and/or vaping is not permitted in vehicles supplied by the employer.

48.2 Vehicles not being used by their designated drivers shall be available for use by other staff required to travel.

48.3 Where the employer incurs costs as a result of willful damage, carelessness or neglect on the part of the employee, the employee shall bear the cost. Employees with continuing bad-driver records shall be required to contribute towards insurance costs.

48.4 The employer shall reimburse employees for work related tolls (excluding tolls incurred travelling to and from work).

48.5 Pool Vehicle

The employer shall provide at least one pool vehicle that shall be garaged at the AEUVB office unless it is used overnight for AEUVB business. Pool vehicle(s) shall not be used for private use, except in special circumstances authorised by the Branch Secretary.

48.5.1 The pool vehicle(s) shall be available for use by an employee in AEUVB business, provided that all use is logged in a designated logbook.

48.5.2 The Branch Secretary shall be responsible for the administration of the servicing and use of the pool vehicle(s).

48.6 Fines for driving offences shall not be paid. Parking fines shall be paid only where related to AEUVB business and where reasonable efforts have been made to park the vehicle legally.

49 USE OF PRIVATE VEHICLES

49.1 The provision of adequate transport for employees on AEUVB business is recognised to be the responsibility of the employer. The use of private vehicles for AEUVB business shall be minimised and shall only occur with the prior approval of the Branch Secretary.

Employees shall not be out of pocket as a result of being required to use their private vehicles for AEUVB business and shall be reimbursed at the rates applicable to AEUVB Councillors.

49.2 The use of private vehicles for AEUVB business shall be restricted to:
a) Vehicles that are covered by private comprehensive insurance; and
b) Occasions when it is impractical to use vehicles provided by the employer.

49.3 The employer consideration of reimbursement of costs for stolen or damaged private vehicles shall only occur when private vehicles were in the actual process of being used for necessary AEUVB business.

49.4 Claims to the employer for reimbursement shall be limited to:
a) The current excess on the owner's comprehensive insurance policy;
b) Compensation for loss of no claim bonus within the 12 month period

- following the event;
- c) Provision of a vehicle for use while the owner's vehicle is off the road being repaired/replaced.

49.5 The employer shall make every effort to ensure that adequate transport is available for AEUVB business. When an employer vehicle is not available, employees who do not have comprehensive insurance or are unwilling to use their private vehicles shall use either taxis or hire cars, subject to the prior approval of the Branch Secretary.

50 INDUCTION

All new employees shall be provided with a copy of this Agreement and the AEUVB induction kit. The employer shall provide an appropriate induction program in relation to the employee's duties.

The Human Resources and Organisation Development Manager is responsible for ensuring that the induction process is operating effectively. They are also responsible for reviewing and reporting to the Branch Secretary on the effectiveness of the induction and orientation process.

The Workgroup Manager has responsibility for implementing the induction process and is accountable for ensuring that induction is planned, implemented and completed for all new staff in their area.

Some activities associated with induction may be delegated or shared, however a number of critical tasks are effective only when completed by the Manager. These include context setting, establishing expectations and accountabilities.

The Human Resources and Organisational Development Manager is responsible for ensuring that new staff members are briefed on their terms and conditions of employment and to ensure that all human resource documentation has been completed.

Information Services are responsible for providing IT induction and orientation information and materials for all new staff employed by the AEUVB.

51 REDEPLOYMENT

Redeployment shall be defined as a significant change in duties which necessitates a change in residence or a change of office location which necessitates a change in place of residence. No employee shall be redeployed without their agreement.

52 MEAA TIME ALLOWANCES

52.1 The MEAA President (or nominee when approved by the Branch Secretary) shall be provided with up to two hours per week leave with pay to pursue MEAA business. Each of the seven MEAA Executive members shall be provided with up to one hour per week of leave with pay to attend MEAA

Executive meetings. This leave is not cumulative from week to week and must be taken at a time agreed with the Branch Secretary.

52.2 In addition, MEAA shall be allowed to hold a meeting of members of one hour's duration during office hours twice a term provided the date and time of these meetings is approved by the Branch Secretary.

52.3 All other MEAA meetings and business shall be conducted outside office hours unless prior approval of the Branch Secretary is sought and granted.

53 INDIVIDUAL FLEXIBILITY CLAUSE

53.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement of:

53.1.1 The agreement deals with 1 or more of the following matters:

- a) Arrangements about when work is performed;
- b) Overtime rates;
- c) Penalty rates
- d) Allowances;
- e) Leave Loading; and

53.1.2 The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (53.1.1); and

53.1.3 The arrangement is genuinely agreed to by the employer and the employee.

53.2 The employer must ensure that the terms of the individual flexibility arrangement:

53.2.1 Are about permitted matters under section 172 of the FW Act; and

53.2.2 Are not unlawful terms under section 194 of the FW Act; and

53.2.3 Result in the employee being better off overall than the employee would be if no arrangement was made.

53.3 The employer must ensure that the individual flexibility arrangement:

53.3.1 Is in writing; and

53.3.2 Includes the name of the employer and employee; and

53.3.3 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; and

53.3.4 Includes details of:

- a) The terms of the enterprise agreement that will be varied by the arrangement; and
- b) How the arrangement will vary the effect of the terms; and
- c) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

53.3.5 States the day on which the arrangement commences.

53.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

53.5 The employer or employee may terminate the individual flexibility arrangement:

53.5.1 By giving no more than 28 days written notice to other party to the arrangement; or

53.5.2 If the employer and employee agree in writing – at any time.

54 WORKPLACE DELEGATES' RIGHTS CLAUSE

In this clause:

confidential communication means a communication made by or to a delegate in the expectation that the employer or a third party would not be privy to the communication, and where the contents of the communication are not already in the public domain.

Paid Time means time paid at the full rate of pay (within the meaning of the FW Act s 18).

54.1 Right to represent

54.1.1 A workplace delegate, acting on behalf of their union, is entitled to Paid Time, to represent (including but not limited to in disputes or grievances with the employer):

- (a) their union,
- (b) union members, and
- (c) persons eligible to be union members

Note: the *Fair Work Act 2009* (Cth) s 350A(1) provides that an employer may not unreasonably fail to refuse or deal with a delegate, knowingly or recklessly make a false or misleading statement to a delegate or unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate.

Note 2: the *Fair Work Act 2009* (Cth) s 350C(2) provides that a workplace delegate is entitled to represent the industrial interests of union members and persons eligible to be union members, including in disputes with the employer.

54.1.2 Without limiting sub-clause 54.1.1, a workplace delegate is entitled to, among other things:

- (a) reasonable access to the workplace (or workplaces);
- (b) reasonable access to management, for the purpose of representing and advocating on behalf of union members, the union and persons eligible to be union members;
- (c) be provided with information relevant to the exercise of their right to represent. Provision of information to a union representative or provision of information by a union representative to their union will not constitute a breach of confidentiality;
- (d) participate in any dispute or grievance in the workplace;
- (e) participate in any consultative process;

- (f) participate in collective bargaining;
- (g) participate in any matters or proceedings in the Fair Work Commission or a court, tribunal or administrative or regulatory body;
- (h) communicate with persons eligible to be union members about joining the union;
- (i) advocate for and make submissions on behalf of their union, union members and persons eligible to be union members to any third party, tribunal or forum.
- (j) represent supported employees and assist in decision-making.
- (k) identify to (union members, persons eligible to be union members and other persons) that they are a union representative, including by wearing a badge, apparel, sticker or other mark, or to use a sign, or other forms of communication.
- (l) access to shift, roster and other flexible work changes where necessary to facilitate the exercise of their right to represent during work time;
- (m) any other activities within the scope of their delegation as determined by their union;
- (n) all other rights provided for in this clause or by legislation.

for the purpose of exercising the rights in 54.1.1 above, or for related purposes, to Paid Time.

54.1.3 Where the employer is a party to Fair Work Commission, court, or employment-related tribunal proceedings (including conciliation, mediation, arbitration) involving union, members, or persons eligible to be union members, the employer must allow all workplace delegates to attend all related Fair Work Commission, court, or employment-related tribunal listings, meetings, and conferences without loss of pay. Appropriate time release must allow for appropriate travel time to and from the Fair Work Commission, court, or employment-related tribunal.

54.1.4 The employer must not:

- (a) induce a delegate not to exercise their rights.
- (b) prevent a delegate from participating in collective bargaining.
- (c) deal directly with a person who is being represented by a delegate about a dispute, bargaining for a collective agreement, their industrial interests, a disciplinary matter, a performance matter, or any other workplace or industrial matter unless by express grant of the person or persons consent, after having had a prior opportunity to consult the delegate.

54.1.5 If the employer is considering changes of an economic, technological or structural nature which may have a significant impact upon employees must consult with the relevant delegates in good faith before a final decision is taken.

Note: Clause 5 sets out further obligations in relation to consultation on major change.

54.2 Right to paid training leave

54.2.1 A workplace delegate has the right to reasonable Paid Time to attend training:

- (a) on their role as a workplace delegate;
- (b) on workplace delegates' rights, or
- (c) related to their role in representing their union, union members and/or persons eligible to be union members.

54.2.2 A workplace delegate must be nominated by their union to participate in such

- training, and the training course must be approved by the union.
- 54.2.3 The employer and their union must agree in writing on the total amount of Paid Time provided to each workplace delegate to attend training, provided that such time must not be less than 5 days per annum per delegate.
- 54.2.4 In addition to the Paid Time for delegates in clause 54.2.3 a person who is an officer of a union or who holds some other elected or appointed position in their union beyond that of workplace delegate shall be entitled to 3 days per annum Paid Time to attend training related to their role.
- 54.2.5 An eligible delegate (or person taking Paid Time in accordance with clause 54.2.4 above) or their union must give the relevant employer four weeks' notice of the intention to take Paid Time for training, unless otherwise agreed.
- 54.2.6 An employer must not refuse the request for leave, except where it can demonstrate that:
- (a) it has already provided the maximum amount of leave under this clause; or
 - (b) it would cause unjustifiable hardship to the employer to grant the leave at that time.

54.3 Right to communications

- 54.3.1 A workplace delegate is entitled to have reasonable communications (including discussions), including during Paid Time, with their union, union members or persons eligible to be union members in relation to any matter or subject.
- 54.3.2 For the avoidance of doubt, a workplace delegate's entitlement to reasonable communications (including holding discussions) shall include (but is not limited to), among other things:
- (a) the right to ask a person their union status and ask them to join the union; and
 - (b) the right to ask an official or employee of the union to attend the workplace.
 - (c) discussing relevant industrial and workplace matters with union members and persons eligible to be union members;
 - (d) addressing new employees at an induction or at the commencement of their employment or shift (or to address new employees at a separately convened meeting during Paid Time of no less than 15 minutes and no more than 30 minutes where no such induction occurs); or
 - (e) representing or advising an employee or employees, or otherwise discussing, in an individual or collective issue, concern, dispute, grievance, disciplinary matter, performance matter or any other workplace or industrial matter.
 - (f) participating in bargaining for an enterprise agreement or other communication in connection with such bargaining;
- 54.3.3 A person who is a union member, or person eligible to be a union member, of a union has the right to have discussions with a workplace delegate that represents them.
- 54.3.4 If reasonable communications occur during work time, they must be treated and paid as work time for the workplace delegate as well as any union members or persons eligible to be union members who participate.
- 54.3.5 The employer must facilitate reasonable communications between a delegate and union members or persons eligible to be union members. This may include

provision of access to the workplace and/or to means of communication used in the workplace.

Note: Access to facilities and equipment is further provided for in clause 54.4

54.3.6 The employer must not knowingly or recklessly survey, monitor, record or otherwise infringe the privacy of confidential communications between workplace delegates and their union, union members or persons eligible to be union members.

54.3.7 The employer must not:

- (a) prevent workers from disclosing information to a workplace delegate or union; or
- (b) require a worker to disclose the contents of any communications with a workplace delegate or union.

Any term of an arrangement or contract which provides to the contrary is void and unenforceable.

54.3.8 An employer must not:

- (a) prevent a workplace delegate from disclosing information
 - (i) to their union;
 - (ii) to union members or persons eligible to be union members; or
- (b) require a workplace delegate to disclose
 - (i) the contents of any confidential consultations.
 - (ii) confidential information to it or make any use of such information.

Any term of an arrangement or contract which provides to the contrary is void and unenforceable.

54.4 Right to access and to use facilities

54.4.1 A workplace delegate has the right to make reasonable use of the employer's facilities and equipment, or other facilities and equipment where the enterprise is being carried on.

54.4.2 For the avoidance of doubt, a workplace delegate's entitlement to access the workplace and/or to make reasonable use of the employer's (or other) facilities shall include (but is not limited to), among other things:

- (a) placing a union notice on an employee noticeboard (including electronic notice boards, intranet pages and other internal electronic pages;
- (b) use of computers;
- (c) making photocopies of a document;
- (d) making telephone calls,
- (e) sending confidential (as between the workplace delegate and the recipients or senders) electronic messages, including making use of electronic address lists, using electronic communication facilities that the employer uses to communicate with its workforce;
- (f) reasonable access to the workplace/s or such other places where work is performed;
- (g) reasonable transport and freedom of movement to or within the workplace, where this is necessary in order to provide reasonable access;
- (h) holding discussions in an appropriate room or location on the

premises, independent of employer representatives.

54.5 Right to attend meetings

54.5.1 The employer must allow every union member employed by the employer to attend a reasonable number (at least 2) of union meetings (each of a maximum of 2 hours' duration) during Paid Time in each calendar year.

54.5.2 The employer must allow an employee who is an officer of a union or who holds some other elected or appointed position in their union beyond that of workplace delegate Paid Time for the purpose of carrying out duties or exercising rights as an officer (or holder of some other role) of an employee association.

Schedule 1 - Salaries

Classification	Classification	First pay period on or after 1 Dec 2023 3%	First pay period on or after 1 Dec 2024 3%	First pay period on or after 1 Dec 2025 3%
Communications Manager		156,655	161,355	166,196
Journalist				
8		147,134	151,548	156,094
7		140,790	145,014	149,364
	Graphic Designer			
6	6	132,981	136,970	141,079
5	5	130,410	134,322	138,352
4	4	127,833	131,668	135,618
3	3	125,260	129,018	132,889
2	2	122,686	126,367	130,158
1	1	120,112	123,715	127,426
	Website/Editorial Assistant			
	7	111,334	114,674	118,114
	6	107,631	110,860	114,186
	5	104,179	107,304	110,523
	4	101,462	104,506	107,641
	3	98,747	101,709	104,760
	2	94,962	97,811	100,745
	1	91,174	93,909	96,726
	Trainee 2	88,377	91,028	93,759
	Trainee 1	85,577	88,144	90,788

Schedule 2 –Professional Development Process

Stage	Activities
<p>Stage 1</p> <p>Organisational priorities and plans (Sept – November)</p>	<ul style="list-style-type: none"> ▪ Leadership determine priorities for the union for the coming 12 months – 2 years based on the union’s Strategic Vision. ▪ Workgroup coordinators and workgroups develop priorities for workgroups based on the vision, leadership priorities and known priorities for the workgroup. Workgroups and teams develop annual plans. Any development needs that arise from these plans should be noted e.g. training for new roles or activities, new technology etc.
<p>Stage 2</p> <p>Professional Development Discussions – Planning (February)</p>	<ul style="list-style-type: none"> ▪ This process applied to all elected officials and staff. Staff will have their PD discussions with their direct supervisor. Elected officials will have their PD discussion with the President. ▪ Supervisors to prepare for professional development discussion by looking at the position description and reflecting on any development needs for the staff member / elected official. The union priorities and workgroup plan should also be considered for any developmental needs that may arise from activities planned for the year ahead. ▪ Staff members / elected officials to prepare for the discussion by reflecting and self-assessing against their position description and identifying any development needs or desires, also taking into account the workgroup plan and priorities for the year ahead. ▪ Supervisors meet individually with all of their staff members / elected officials to discuss their reflections and the reflections of the staff member. Using the template provided they should develop the priority development needs for that person and discuss how they might be met. This can include coaching, mentoring, shadowing, placements in other organisations, as well as formal training. The PD plan for the person for the coming 12 months should be completed by the supervisor and staff member and signed off. ▪ Supervisors should pass on any development needs requiring organisational assistance to the HR manager to ensure a systematic approach to meeting the needs of all staff. The HR Manager is responsible for coordinating professional development for the organisation.
<p>Stage 3</p> <p>Professional Development Discussions – Monitoring (August)</p>	<ul style="list-style-type: none"> ▪ As in Stage 2, all staff and elected officials meet with their supervisor to monitor how the PD plan is progressing and to discuss and identify any emerging development needs

<p>Name: Erin Aulich Position: Branch Secretary Australian Education Union Victorian Branch</p> <p>Address: 126 Trenerry Crescent Abbotsford, Victoria, 3067</p> <p>Signed: <i>Erin Aulich</i></p> <p>Date: 26/09/2024</p>	<p>Name: Melinda Bolton</p> <hr/> <p>Signed: <i>M Bolton</i></p> <p>Date: 26/09/2024</p>
<p>EMPLOYEE REPRESENTATIVE</p> <p>Name: Adam Portelli</p> <p>Position: Acting Chief Executive</p> <p>Address: 245 Chalmers Street Redfern NSW 2016</p> <p>Signed:</p> <p><i>Ad Portelli</i></p> <p>Date: 26 September 2024</p>	<p>WITNESSED</p> <p>Name: <i>Michelle Rae.</i> Acting Media Director 245 Chalmers St Redfern NSW 2016.</p> <p>Signed: <i>m. Rae.</i></p> <p>Date: 26/09/2024</p>