

## MONASH UNIVERSITY ENTERPRISE AGREEMENT (ACADEMIC AND PROFESSIONAL STAFF) 2014

### Summary Guide

In preparation for the forthcoming staff vote, the following table provides a summary guide to the key clauses in the proposed Monash University Enterprise Agreement (Academic and Professional Staff) 2014 (the "Agreement"), including the main changes it introduces compared with the current Monash University Enterprise Agreement (Academic and Professional Staff) 2009.

The following table is not a legal or exhaustive document and staff are encouraged to read the full text of the proposed Agreement available at <http://www.adm.monash.edu.au/enterprise-agreements/enterprise-bargaining/>. Any inquiries regarding the proposed Agreement may be directed to the University's Workplace Relations Branch on telephone 9902 9593 or via email at [ebfeedback@adm.monash.edu.au](mailto:ebfeedback@adm.monash.edu.au).

**Please note:** Green shading indicates clauses not subject to substantive changes.

Clause	Summary
Clause 4 – Operation of Agreement	Nominal operation of the Agreement from the date specified in the approval decision of the Fair Work Commission (FWC) until 30 June 2017.
Clause 5 – Application and Parties Bound	Maintains the Agreement's general coverage of all academic and professional staff employed by the University.
Clause 7 – Operation of Awards and Agreement	Maintains the Agreement's operation as a closed and comprehensive agreement subject to the National Employment Standards (NESs) of the <i>Fair Work Act 2009</i> .  Change introduced: <ul style="list-style-type: none"><li>• Transitional provisions for consultation, discipline, grievance, and dispute resolution proceedings already underway when the Agreement commences.</li></ul>
Clause 9 – Re-opening of Negotiations	Commencement of negotiations for a future replacement agreement on 30 March 2017, and retains the establishment of a joint Professional Staff

	Classification Descriptors Working Party to amend and update the Professional Staff Position Classification Descriptors at Schedule 5.
Clause 10 – University Policies	Maintains the binding application of the University’s policies and procedures on staff, with a continued commitment to and elaboration of intellectual freedom.
Clause 11 – Committees and Chairpersons	Maintains provision for: <ul style="list-style-type: none"> <li>• review and appeal committees to comprise an independent Chair and nominees of the Vice-Chancellor and the President of the Monash University NTEU Branch; and</li> <li>• Chairs to be nominated by the Vice-Chancellor from an agreed pool, with referral to FWA in the event of deadlock.</li> </ul>
Clause 12 – Dispute Resolution Procedure	Maintains provision for the orderly resolution of employment disputes.  Changes introduced: <ul style="list-style-type: none"> <li>• Access to the initiation of dispute resolution proceedings by individual staff members.</li> <li>• Presumption that internal dispute resolution proceedings are exhausted if a Disputes Committee does not convene within five working days of a request to do so.</li> </ul>
Clause 13 – Consultation About Change	Maintains provision for the University: <ul style="list-style-type: none"> <li>• to notify affected staff and the NTEU regarding any proposed significant or substantial change;</li> <li>• to initiate consultation prior to any decision to proceed with a written outline of the proposal, its rationale, and the impact on staff, and staff and the NTEU have up to two weeks to respond; and</li> <li>• to provide written responses to issues raised in writing by staff and/or the NTEU.</li> </ul>

<p>Clause 14 – Job Security</p>	<p>Maintains the University’s commitment to the goal of maintaining the overall size of the workforce, with minimum resort to involuntary redundancies.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Requirement to consider alternative measures in the event of decisions to reduce staff numbers (eg. natural attrition, part-time employment, redeployment, voluntary redundancy).</li> </ul>
<p>Clause 15 – Performance-Based Contracts (PBCs)</p>	<p>Maintains provision for the employment of staff at or above Level E or HEW 10 on PBCs.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Threshold for the offer of PBCs increased to \$206,891 and \$142,096 for academic and professional staff respectively, with indexing to apply in line with salary increases during the nominal life of the Agreement.</li> <li>• Mandatory exclusion of PBC staff from the application of selected Agreement provisions.</li> </ul>
<p>Clause 16 – Mode of Employment – Fixed-Term Employment</p>	<p>Maintains the limitation of fixed-term employment to prescribed categories.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Specification of the category of fixed-term employment in the staff member’s instrument of appointment.</li> <li>• Fixed-term employment terminable for unsatisfactory performance or serious or wilful misconduct.</li> <li>• Fixed-term category of student employment not limited to the student’s academic unit or to work related to the student’s degree course.</li> <li>• Fixed-term categories of Measures to Provide Security of Employment and Sudden and Unanticipated Rise in Student</li> </ul>

	Enrolments introduced for academic and professional staff, and the fixed-term category of Scholarly Teaching Fellows introduced for academic staff.
Clause 16 – Mode of Employment – Casual and Sessional Employment	<p>Maintains:</p> <ul style="list-style-type: none"> <li>• casual loading at 25%;</li> <li>• sessional Teaching Associate staff access to professional development opportunities, library cards, out-of-hours access, e-mail accounts, internally advertised positions, and internal funding opportunities, as well as network and intranet access and in the University’s telephone and web directory; and</li> <li>• paid half-day induction for sessional Teaching Associate staff.</li> </ul> <p>Change introduced: Early Career Development Fellowships for sessional Teaching Associate staff superseded by Scholarly Teaching Fellows (STFs) and discontinued.</p>
Clause 17 – Scholarly Teaching Fellows	<p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Commitment to employ STFs equivalent in number to 5% of sessional staff FTE as reported at 31 March 2014.</li> <li>• STFs to be employed primarily to teach as a sustainable alternative to longer term sessional engagement. Teaching and related duties may constitute up to 80% of STFs’ workloads, and they may be required to teach in up to five of six teaching periods in any 24-month cycle.</li> <li>• STF positions to be advertised. Appointments on the basis of competitive merit-based selection processes.</li> <li>• Eligibility to apply limited to existing and former academic fixed-term or sessional staff (excluding any formerly employed as continuing academic staff) with an aggregate of at least 12 months’ academic employment in one or more Australian universities over the preceding 5-year period.</li> <li>• STFs to be appointed full-time or part-time at Level A on either a</li> </ul>

	<p>continuing or 3-year fixed-term basis.</p> <ul style="list-style-type: none"> <li>• Fixed-term STFs to be converted to continuing appointments on expiry of the fixed-term except where the STF's work performance is unsatisfactory or the position is surplus to requirements.</li> <li>• Severance pay of 8 weeks applies to STFs after 5 years of service as an STF if they are not renewed in fixed-term employment or not converted to continuing employment.</li> </ul>
<p>Clause 18 – Continuing (Contingent Funded) Employment</p>	<p>Maintains access to continuing (contingent funded) employment for eligible fixed-term research-only staff.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Transfer from fixed-term to continuing (contingent funded) employment by application rather than by automatic conversion.</li> </ul>
<p>Clause 19 – Fixed-Term Notice, Renewal and Severance</p>	<p>Maintains notice, renewal, and severance provisions applying for fixed-term staff, including:</p> <ul style="list-style-type: none"> <li>• written notice of the University's intention to renew or not to renew ranging from 2 to 5 weeks dependent on the age and years of continuous service of the staff member;</li> <li>• severance pay of 4-8 weeks' pay for eligible fixed-term academic staff and 0-8 weeks' pay for eligible fixed-term professional staff dependent on the staff member's years of continuous service (with an additional two weeks' severance pay for each year of continuous service in excess of four years for fixed-term research-only staff); and</li> <li>• preserved provisions for staff who commenced their fixed-term employment with the University on or after 22 November 2005 but prior to 29 January 2010.</li> </ul> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Staff offered Suitable Alternative Employment are ineligible for severance pay.</li> </ul>

Clause 20 – Casual Staff Career Progression	Maintains provision for eligible casual staff to apply for conversion to non-casual employment in accordance with Schedule 4 – Part-Year, Seasonal and Annualised Hours Terms.
Clause 22 – Salary Increases	<p>Provides for the following increases set out at Schedule 1 – Annual Salary Rates and Schedule 2 – Teaching Associate Sessional Rates and Casual Academic Research Assistant Rates:</p> <ul style="list-style-type: none"> <li>• 3.0% from the commencement of the first full pay period on or after approval of the Agreement by the FWC;</li> <li>• 3.0% from the commencement of the first full pay period on or after the expiry of one calendar year following approval of the Agreement by the FWC;</li> <li>• 3.5% from the commencement of the first full pay period on or after the expiry of two calendar years following approval of the Agreement by the FWC; and</li> <li>• 3.5% from the commencement of the first full pay period on or after expiry of three calendar years following approval of the Agreement by the FWC.</li> </ul>
Clause 23 – Payment of Salaries and Deductions	<p>Maintains provision for the payment of and deductions from salary, as well as the correction of underpayments and the recovery of overpayments.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Staff debts owed to the University to be set-off against and deducted from any amounts payable to staff on termination of employment.</li> </ul>
Clause 26 – Superannuation	<p>Maintains existing superannuation provisions, including:</p> <ul style="list-style-type: none"> <li>• minimum employer superannuation contributions; and</li> <li>• eligibility of fixed-term research-only staff to 17% employer contributions on the same basis as continuing staff dependent on</li> </ul>

	years of continuous service (10-5 years' continuous service phased-in over a five-year period).
Clause 33 – Individual Flexibility Arrangements	Maintains the availability of individual flexibility arrangements negotiated between the University and staff to vary the terms of the Agreement regarding annual leave, unpaid parental and carer's leave, and professional staff seasonal employment and annualised salaries.
Clause 35 – Continuity of Leave	Change introduced: <ul style="list-style-type: none"> <li>• Transitional provision for leave already underway when the Agreement commences.</li> </ul>
Clause 36 – Annual Leave	Maintains and extends the annual leave entitlements of staff.  Changes introduced: <ul style="list-style-type: none"> <li>• Annual deadline for staff to apply for the elimination of their excess annual leave (EAL) extended from 31 December to 7 January.</li> <li>• Staff eligible to apply to cash out one week or more of annual leave.</li> </ul>
Clause 37 – Sick and Carer's Leave	Maintains and extends existing sick and carer's leave entitlements.  Changes introduced: <ul style="list-style-type: none"> <li>• Reversion of personal leave to sick leave and carer's leave.</li> <li>• Staff may apply to substitute sick leave for any absence on annual leave or long service leave during which they were ill or required to care for a family member.</li> </ul>
Clause 38 – Long Service Leave	Maintains existing long service leave entitlements.
Clause 39 – Parental Leave	Maintains existing parental leave entitlements, including the full range of return-to-work conversion options.

	<p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Discharge of a staff member's return-to-work obligation excludes any period of leave following return to work.</li> </ul>
Clause 40 – Other Leave	<p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Consolidation of miscellaneous leave provisions in a single clause in alphabetical order.</li> <li>• Requirement for 14 days' notice of ceremonial leave may be waived in exceptional circumstances.</li> <li>• Provision for casual staff compassionate leave and jury service leave entitlements.</li> </ul>
Clause 41 – University Holidays	<p>Maintains the existing University holiday entitlements of staff.</p> <p>Change introduced: Equalisation of the holiday entitlements of staff working overseas.</p>
Clause 45 – Occupational Health and Safety	<p>Maintains provision for NTEU attendance at meetings of the University's OHS Policy Committee.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Health and Safety Representatives (HSRs) to be kept informed of and encouraged to participate in relevant training.</li> <li>• Record to be maintained of training undertaken by HSRs.</li> </ul>
Clause 46 – Family Violence	<p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Provision for the support of staff experiencing family violence, including access to accrued sick leave and/or paid family violence leave for absences due to family violence experienced by staff.</li> </ul>
Clause 48 – Redundancy – Academic Staff	<p>Maintains the redundancy entitlements of eligible academic staff.</p>

	<p>Change introduced:</p> <ul style="list-style-type: none"> <li>As for professional staff, academic staff offered Suitable Alternative Employment are ineligible for termination benefits.</li> </ul>
Clause 49 – Redundancy – Professional Staff	Maintains the redundancy entitlements of eligible professional staff.
Clause 50 – Redeployment Process – Academic and Professional Staff	<p>Maintains provision for the processing of academic and professional staff redeployment.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>Candidates for redeployment to be kept informed of all vacant positions at or one level below the staff member’s substantive level.</li> <li>Notice and termination entitlements under the Agreement not payable to staff unreasonably rejecting an offer of redeployment.</li> </ul>
Clause 51 – Termination of Employment on the Grounds of Ill-Health – Academic Staff	<p>Maintains provision for the ill-health termination of employment of academic staff.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>Confirmation of any adverse medical report by an independent medical specialist rather than by a three-member practitioner panel.</li> </ul>
Clause 53 – Termination of Employment and Disciplinary Action – Academic Staff	Maintains existing disciplinary procedures for academic staff.
Clause 54 – Professional Staff Disciplinary Procedures	Maintains existing disciplinary procedures for professional staff.
Clause 55 – Research Misconduct	Maintains provision for the investigation of allegations of research misconduct.
Clause 56 – Employment Related Grievance Resolution Procedure	Maintains provision for the resolution of employment-related grievances.

	<p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Aggrieved staff may approach their supervisor's line manager in the first instance where the grievance relates directly to the supervisor.</li> </ul>
<p>Clause 57 – Workplace Bullying</p>	<p>Maintains the proscription of workplace bullying.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Obligation of staff to co-operate and comply in preventing and minimising workplace bullying.</li> <li>• Preliminary inquiries into formal bullying complaints to be conducted carefully, thoroughly, fairly, and in a timely manner.</li> <li>• Preliminary inquiries to determine whether a formal investigation is required and, if so, an independent external investigator is to be appointed.</li> <li>• All reasonably practicable steps to be taken to secure the health and wellbeing of both the complainant and the respondent while any formal bullying complaint is under investigation.</li> <li>• Statistical reports on formal bullying complaints to be provided to local OHS Committees and the OHS Policy Committee.</li> </ul>
<p>Clause 58 – Probationary Employment Principles – Academic Staff</p>	<p>Maintains provision for the probationary employment of academic staff.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Continuing staff probation period of 5 years.</li> <li>• Fixed-term staff probation period of 5 years or 50% of the fixed term, whichever is the shorter period.</li> <li>• Staff option to apply for early probation review after 12 months to either confirm appointment or continue probation.</li> <li>• Formal probation review after probation period is 80% complete to either confirm or terminate the appointment.</li> <li>• Balance of any unexpired notice of termination at the expiry of the</li> </ul>

	probation period to be paid in lieu.
Clause 59 – Academic Workloads	<p>Maintains provision for the regulation of academic staff workloads, including appeals to a Faculty Board of Review where there are concerns regarding the allocation of workloads or unreasonable hours of work.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Requirement to consult with affected staff and the NTEU prior to making any significant or substantial changes to faculty or discipline-specific quantitative research performance standards.</li> <li>• Research performance standards not to be applied retrospectively.</li> <li>• A staff member’s annual allocation of workload to be subject to discussion prior to finalisation.</li> <li>• An allocation of hours is normally to be made for teaching and teaching related duties allocated.</li> <li>• Establishment of an Academic Workloads Advisory Committee (AWAC) to report and make recommendations on workload trends and the operation of workload models.</li> </ul>
Clause 60 – Summer Teaching Period	<p>Maintains provision for the regulation of summer teaching periods, including that academic teaching and research staff will not normally be required to undertake teaching and associated administrative duties in more than 2 of the 3 teaching periods in each 12-month period.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• In addition to Scholarly Teaching Fellows, academic teaching and research staff who do not meet minimum research standards and have no agreed Performance Development Plan to reach those standards may be required to undertake teaching and associated administrative duties for up to 5 of the 6 teaching periods in any 24-month cycle.</li> </ul>
Clause 64 – Performance Development	Change introduced:

	<ul style="list-style-type: none"> <li>• A unified principles-based performance development framework for both academic and professional staff, including uniform incremental advancement provisions.</li> </ul>
Clause 65 – Professional Staff Workloads	<p>Maintains provision for the regulation of professional staff workloads.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Requirement for the University to take reasonable positive steps to ensure professional staff do not work excessive or unreasonable hours.</li> <li>• Professional Staff Workload Review Committee to review identified workload problems at the request of the Executive Director, Monash HR.</li> </ul>
Clause 66 – Professional Staff Classifications	<p>Maintains the classification of professional staff positions according to the Professional Staff Position Classification Descriptors at Schedule 5.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Each fixed-term or continuing position and each casual position held on a regular basis for more than 12 months should have a position description.</li> <li>• Each position description should be reviewed during the annual cycle of the performance development process.</li> </ul>
Clause 67 – Progression Through Classification Levels	<p>Maintains provision for the reclassification of professional staff positions, including referrals to the Position Description Review Committee of disputes concerning the content of position descriptions or position classification proposal forms.</p>
Clause 69 – Disputed Classifications	<p>Maintains provision for the reference of disputed classification decisions to a joint Classification Review Committee.</p>

<p>Clause 71 – Indigenous Employment</p>	<p>Maintains provision for the advancement of Indigenous employment in the University.</p> <p>Changes introduced:</p> <ul style="list-style-type: none"> <li>• Annual Indigenous staff employment targets for the period 2013-2016.</li> <li>• Formation of the Indigenous Employment Working Party to develop performance indicators for the University’s Indigenous employment strategy, as well as policy affecting the employment conditions of Indigenous staff.</li> </ul>
<p>Clause 72 – Hours of Duty</p>	<p>Maintains provision for the specification of the ordinary hours of duty for professional staff.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• An expanded 8:00am to 8:00pm span of ordinary hours of duty for non-shift professional staff members who commence to be employed by the University on or after the commencement of the Agreement.</li> </ul>
<p>Clause 75 – Overtime and Time Off in Lieu</p>	<p>Maintains and extends the overtime and TOIL entitlements of professional staff.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• An exceptional circumstances provision allowing TOIL to be preserved and taken up to 12 months following the date of accrual.</li> </ul>
<p>Clause 76 – Shift Work</p>	<p>Maintains provision for the regulation of shift work undertaken by professional staff.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Definition of “overtime shift” removed to consolidate the regulation of shift work overtime within clause 75.</li> </ul>

<p>Clause 77 – Travelling, Meal, Vehicle and Related Expenditure</p>	<p>Maintains provision for the reimbursement of travelling, meal, vehicle, and related expenses incurred in the course of University business.</p> <p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Provision for the approval and payment of valid completed claims for reimbursement within 25 working days of submission.</li> </ul>
<p>Clause 78 – Changes to Rosters or Hours of Work</p>	<p>Change introduced:</p> <ul style="list-style-type: none"> <li>• Requirement for the University to consult with staff affected and their representatives where it is proposed to change a roster or ordinary hours of work.</li> </ul>