

**MONASH UNIVERSITY ENTERPRISE AGREEMENT  
(ACADEMIC AND PROFESSIONAL STAFF) ~~2009~~2013**

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The Agreement will be known as the Monash University Enterprise Agreement (Academic and Professional Staff) ~~2009~~2013.

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3. DEFINITIONS

- 3.1 ~~Subject to clause 34, "Continuous service" means service with the University which the University recognises for continuity of employment. This includes paid service, periods of approved leave and any service expressly recognised under clause 34.~~
- 3.2 "Favouritism" means the improper or corrupt favouring or advantaging of one staff member or group of staff members over others, without regard to merit.
- 3.23 "Indigenous Australian" means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by his/her Aboriginal or Torres Strait Islander community.
- 3.34 "Long term casuals" means casual professional staff or Teaching Associate staff who have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- 3.45 "Misconduct" shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.
- 3.56 "NTEU" means the National Tertiary Education Industry Union.
- 3.67 "Operative Date" means the date from which this Agreement operates as specified in the approval decision of ~~the~~ Fair Work ~~Australia~~Commission.
- 3.78 "Ordinary rate of pay" means the staff member's hourly, daily or other rate of pay (excluding Teaching Associate rates) calculated on the base annual salary payable in accordance with the relevant classification as set out in Schedule 1, except where elsewhere provided in this Agreement.
- 3.89 "Parties" shall mean the University and the NTEU and any other union where that union has acted as a bargaining representative in relation to this Agreement and notifies ~~the~~ Fair Work ~~Australia~~Commission of its intention to be bound pursuant to the *Fair Work Act 2009*, unless otherwise implied by the context.
- 3.910 "Representative" means a person chosen by the staff member but not a practising barrister or solicitor.
- 3.101 "Serious misconduct" shall mean:
- Misbehaviour of a kind which constitutes a serious impediment to the carrying out of an academic or professional staff member's duties or to an academic or- professional staff member's colleagues carrying out their duties; and/or
  - Serious dereliction of the duties required of the academic office or professional staff member's position; and/or
  - Conviction by a court of an offence which constitutes a serious impediment of the kind referred to in paragraph (a) above.
- 3.12 ~~"Termination payment", "termination pay" or "termination benefits" as referred to in clauses 47 and 48 and Schedules 5A and 5B means a payment, the entirety of which shall comprise a genuine redundancy payment, save that the component of any severance payment necessary to satisfy the minimum payment in lieu of notice required under the *Fair Work Act 2009*, if any, shall be a payment in lieu of notice rather than a genuine redundancy payment.~~
- 3.143 "Staff member" means academic and professional staff however employed by the University.
- 3.124 "Suitable ~~Vacant Position~~Alternative Employment" means ~~a vacant position~~employment within the University or external to the University:
- for which a staff member meets the essential requirements; and
  - which the staff member could perform satisfactorily within, what is in all the circumstances, a reasonable time; and

(c) which is to be of equivalent grade and salary and which is to be filled at the same fraction of full-time as the staff member was employed in the redundant position (or an alternative fraction if the staff member agrees); and

(d) in respect of which a rejection by a staff member of an offer on the grounds of geographic location of the position will not be regarded as an unreasonable rejection if the new geographic location is unreasonably distant.

3.135 "Supervisor" means the person who is responsible for the day-to-day supervision of the staff member.

3.146 "Termination of employment" means termination of employment at the initiative of the University.

3.157 "University" means Monash University, a body politic and corporate established under the *Monash University Act 1958* and comprises all of its campuses in Australia wherever situated.

3.168 "University Policy" means the policy of the University as in force and varied from time to time.

3.179 "Vice-Chancellor" means the Vice-Chancellor and President of the University or his or her nominee in any case where the Vice-Chancellor has formally nominated a person to act as his or her nominee for the purpose.

#### 4. OPERATION OF AGREEMENT

This Agreement will come into force on the Operative Date and will have a nominal expiry date of ~~30 June 2012~~ 30 June 2016.

#### 5. APPLICATION AND PARTIES BOUND

This Agreement will be binding upon the following Parties:

- Monash University (the "University"),
- the National Tertiary Education Industry Union (the "Union") and their officers,
- any other union and its officers where that union has acted as a bargaining representative in relation to this Agreement and notifies the Fair Work Australia Commission of its intention to be bound pursuant to the *Fair Work Act 2009*

and upon academic and professional staff of the University, however employed and whether members of the Union(s) or not, with the exception of the following staff members:

- (a) those appointed Vice-Chancellor, Provost, Deputy Vice-Chancellor, Dean of a Faculty, Pro Vice-Chancellor or Vice-President or appointed to a position succeeding any of those positions;
- (b) those who are subject to the application of the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff ~~and Grounds and Gardening Staff~~ - 2009<sup>5</sup>, the Monash University Enterprise Agreement (Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005, or their successors; and
- (c) conjoint appointees (for example in the Faculty of Medicine, Nursing and Health Sciences) who are jointly appointed by a relevant institution (excluding subsidiaries of the University) and the University but are wholly paid by the other institution.

#### 6. AVAILABILITY OF AGREEMENT

Copies of this Agreement will be displayed in a well-publicised and easily accessible place on each campus of Monash University, the University's Monash HR Human Resources-homepage on the World Wide Web, and will be available for inspection upon request by any staff member.

#### 7. OPERATION OF AWARDS AND AGREEMENT

This Agreement is a closed and comprehensive agreement and, subject to the National Employment Standards, wholly displaces any award (existing or future) and any agreement which, but for the operation of this Agreement would apply.

If the University has, prior to the operation of the Agreement, commenced a process under clause 13 (Consultation about Change), Part G (Cessation of Employment) or Part H (Disciplinary and Grievance Matters) of the Monash University Enterprise Agreement (Academic and Professional Staff) 2009, then the University will continue such proceedings to completion in accordance with the procedures prescribed in each pre-existing clause.

If a dispute resolution proceeding has been commenced under clause 12 of the Monash University Enterprise Agreement (Academic and Professional Staff) 2009 (the "2009 agreement") prior to the commencement of this Agreement and the subject matter of that dispute relates to the operation of a provision or provisions under the 2009 agreement that have continued under this Agreement, such dispute will continue to resolution or completion in accordance with the provisions of clause 12 of the 2009 agreement.

## 8. NO EXTRA CLAIMS

The parties agree not to pursue any extra claims relating to any matters covered by this Agreement during the period of operation of this Agreement. This clause does not limit implementation of the terms of this Agreement.

## 9. RE-OPENING OF NEGOTIATIONS

9.1 The parties agree that negotiations for a further Agreement will commence three months prior to ~~30 June 2012~~ 30 June 2016.

9.2 The parties agree on the need to amend and update the Professional Staff Position Classification Descriptors in Schedule ~~56~~ to ensure they provide clear guidance for effective classification of positions. The parties will establish a Professional Staff Classification Descriptors Working Party comprising equal University and NTEU representation to agree on the amended and updated Descriptors. The agreed Descriptors will then operate to supersede and replace the existing Descriptors in Schedule ~~65~~.

## 10. UNIVERSITY POLICIES AND FURTHER POLICY DEVELOPMENT AND REVIEW

10.1.1 All staff members are subject to ~~the~~ University Policies and procedures (including business rules and guidelines) however such policies and procedures do not form part of this Agreement.

10.1.2 All University forms and policies dealing with matters covered by this Agreement must conform to the provisions of this Agreement and not diminish any staff member's entitlements in any way.

### 10.2 Intellectual Freedom

10.2.1 Without derogating from or limiting the employment obligations of staff, including the obligations to comply with reasonable and lawful directions and requests, the parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom.

10.2.2 Intellectual freedom includes:

- (a) the rights of all staff to:
  - (i) participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the institution within which they work or higher education issues more generally;
  - (ii) make other comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
  - (iii) express unpopular or controversial views, but this does not mean the right to harass, vilify or defame or intimidate;
- (b) the rights of academic staff to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research;
- (c) the right of all staff to participate in professional and representative bodies, including unions, and engage in appropriate community service;
- (d) the rights of all staff to express opinions about the operations of the University and higher education policy more generally.

10.2.3 The University will encourage staff to actively participate in the operation of the University and in the communities it serves.

~~10.3 Research-only Academic Staff Advancement to Higher Research-only Academic Levels~~

~~10.3.1 — Research only academic staff may apply for advancement to higher research only academic levels under the University's Research only Academic Staff Advancement to a Higher Research Level Procedures. The University will undertake a review of those Procedures. The review will identify any recommended changes to the terms and operation of those Procedures which offer sustainable opportunities for research only fixed term academic staff to have their applications for advancement considered on the basis of merit independent of grant funding availability. The review will be undertaken in consultation with the NTEU and will be completed during the nominal period of operation of this Agreement.~~

#### ~~10.4 — Study and Training Leave — Grant-funded Research Staff~~

~~10.4.1 — Under the terms of the University's policies and procedures, grant-funded research staff have access to study leave, OSP, training leave, exam leave and like forms of leave where funding conditions permit or where the relevant department or administrative unit is prepared to provide the required funding. The University will undertake a review of the terms and operation of its policies and procedures, including the Staff Study Support Program and the Outside Studies Program. The review will identify any recommended changes to the terms and operation of those policies and procedures which offer sustainable options for the encouragement of departments and administrative units to fund study leave, OSP, training leave, exam leave and like forms of leave for grant-funded research staff where access is merited but grant funding is inadequate. The review will be undertaken in consultation with the NTEU and will be completed during the nominal period of operation of this Agreement.~~

## 11. COMMITTEES AND CHAIRPERSONS

11.1 The review or appeal committees specified in clauses 47, 53, and 54 of this Agreement shall consist of three members as follows:

- (a) A nominee of the Vice-Chancellor;
- (b) A nominee of the President of the Monash University NTEU Branch; and
- (c) An independent Chair appointed in accordance with this clause.

11.2 Each committee in undertaking its role shall:

- (a) allow the staff member to be represented by the NTEU or other Representative of his/her choice;
- (b) allow the University to be represented by an agent of its choice, but not a practising barrister or solicitor;
- (c) provide an opportunity for the staff member, NTEU or other representative of the staff member and the University representative to make submissions, and present and respond to written or oral evidence in relation to the matter before the committee, and take into account such further materials as it believes appropriate to determine the facts in dispute;
- (d) call witnesses as it sees fit;
- (e) ensure that the staff member, NTEU or other representative of the staff member, and the University or its representative has the right to ask questions of witnesses, where appropriate;
- (f) conduct all interviews in the presence of the staff member, NTEU or other Representative of the staff member, and the University representative and/or the ~~Executive Divisional~~ Director, ~~Monash HR~~ Human Resources or his or her representative;
- (g) consistent with the need for fairness, conduct proceedings as expeditiously as possible, ~~consistent with the need for fairness within a two-month time frame (extendable upon application by the Committee Chair to the Vice-Chancellor);~~
- (h) conduct proceedings in private (unless otherwise agreed by the Committee) and as a committee of inquiry;
- (i) take into account such further material as it believes is appropriate to the case;
- (j) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines.

11.3 Chairs appointed to committees under this clause shall have relevant experience, be independent and command the confidence of management and staff.

11.4 (a) During the operation of this Agreement the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on a pool of agreed Chairs to chair committees established under this clause.

(b) The agreed pool of Chairs should at any time consist of no less than 5 persons and no more than 10. The names of persons in the agreed pool should be reduced to writing by exchange of letters within two months from the commencement of this Agreement. The Director, Workplace Relations will confer with the President of the Monash University NTEU Branch (or delegate) at the beginning of each calendar year (or if required at any other time throughout the year) to discuss whether new names need to be added to the agreed pool (for instance if existing agreed members have become unavailable).

(c) If at any time agreement cannot be reached by the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) on the agreed pool, either the University or the NTEU may seek the assistance

of the Fair Work Australia Commission (FWAC). FWAC may convene conferences and, if agreement cannot be reached on the persons who will be named in the agreed pool, FWAC may arbitrate on which names should be included. The parties to this Agreement will accept the outcome of any FWAC arbitration on this issue.

~~11.5 The Chair of a committee established under this clause will be agreed between the parties to this Agreement by the following process:~~

- ~~(a) In the first instance, the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on an individual from the agreed pool of Chairs to recommend to the Vice-Chancellor for nomination to a particular committee.~~
  - ~~(b) The Vice-Chancellor will consider the agreed recommendation (if any) arising from paragraph (a) above and nominate an individual from the agreed pool of Chairs and notify the President of the Monash University NTEU Branch (or delegate) of the nomination in writing. The President of the Monash University NTEU Branch (or delegate) will then have up to five working days to object in writing to the Vice-Chancellor's nomination. Objection can be made on the basis that the nominated Chair does not meet the requirements of this clause or on other reasonable grounds.~~
  - ~~(c) If the President of the Monash University NTEU Branch (or delegate) does not object in accordance with clause 11.5(b) to the Vice-Chancellor's nomination, the nominated individual will be regarded as agreed and appointed as Chair.~~
  - ~~(d) Alternatively, if the President of the Monash University NTEU Branch (or delegate) does object in accordance with clause 11.5(b) to the nomination, the Vice-Chancellor will consider the objection received and will respond in writing to the President of the Monash University NTEU Branch (or delegate) by either:
    - ~~(i) re-nominating for Chair the individual already nominated and explaining why the objection is not accepted, in which case the President of the Monash University NTEU Branch (or delegate) may either accept the re-nomination or refer the matter to FWA for conciliation in accordance with clause 11.5(e); or~~
    - ~~(ii) nominating two other individuals from the agreed pool of Chairs for consideration as Chair, in which case the President of the Monash University NTEU Branch (or delegate) will indicate in writing within five working days which of the two other nominated individuals is accepted as Chair and that nominee will be regarded as agreed and appointed as Chair.~~~~
  - ~~(e) If clause 11.5(d)(i) applies, the NTEU may refer the matter to FWA for conciliation. The referral must be within five working days of the Vice-Chancellor's nomination under clause 11.5(d)(i) and request that FWA deal with the matter expeditiously and preferably within two working days. The FWA may convene a conference of the parties to assist the parties to reach agreement on the Chair to be appointed from the agreed pool. In the absence of agreement, the parties agree to comply with any recommendation of FWA regarding the Chair to be appointed from the agreed pool.~~
  - ~~(f) If the President of the Monash University NTEU Branch (or delegate) does not accept the Vice-Chancellor's nomination under clause 11.5(d)(i) above and the NTEU has made no referral of the matter to FWA for conciliation in accordance with clause 11.5(e), or does not accept one of the two other individuals nominated as Chair under clause 11.5(d)(ii), as applicable, the agreed and appointed Chair for the purposes of this clause will be either:
    - ~~(i) the individual re-nominated for Chair by the Vice-Chancellor; or~~
    - ~~(ii) the Vice-Chancellor's choice between the two other individuals from the agreed pool of Chairs nominated for consideration as Chair,~~~~
- ~~as applicable.~~

~~11.5 The Vice-Chancellor will be responsible for selecting a Chair from the agreed pool, having regard to the requirements of this clause and will confer with the Monash University NTEU Branch President as to whether the proposed Chair meets the requirements of this clause.~~

## 12. DISPUTE RESOLUTION PROCEDURE

12.1 Where any dispute arises:

- (a) as to the application of this Agreement or any matters arising from it; or
  - (b) in relation to the National Employment Standards other than a dispute about whether an employer had reasonable business grounds under subsection 65(5) of the *Fair Work Act 2009*; or
  - (c) which this Agreement expressly and additionally provides may be referred to this procedure,
- in the first instance, an accredited representative(s) of the NTEU and the appropriate representative(s) of management shall discuss the dispute and attempt to reach agreement within two weeks of the dispute first being raised.

12.2 Where a dispute is not resolved under clause 12.1 above, at the request of either party, a Disputes Committee shall be convened within five working days unless agreed otherwise. The Disputes Committee shall consist of:

- (a) two management nominees; and
- (b) two nominees of the President of Monash University NTEU Branch.

12.3 The Disputes Committee shall convene within five working days of the matter being referred to it and shall attempt to resolve the matter within five working days of its first meeting. Unless otherwise agreed in writing between the parties, if the Disputes Committee does not convene within 5 working days the matter shall be regarded as unresolved and the procedures in 12.1 to 12.3 as having been exhausted. Any resolution shall be in the form of a written Agreement subject, if necessary, to ratification by either party.

12.4 Until the procedures described in 12.1-12.3 above have been exhausted:

- (a) work shall continue in the normal manner; and
- (b) no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement; and
- (c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and
- (d) the subject matter of the dispute shall not be taken to the Fair Work Australia Commission by any party to the dispute or any other party bound by this Agreement.

12.5 Should the dispute not be resolved by the processes referred to in 12.1-12.3 above, the matter may be referred to the Fair Work Australia Commission for conciliation or arbitration by either party in which case the parties shall be bound by any recommendation or decision of the Fair Work Australia Commission.

The parties accept that the powers of arbitration that the Fair Work Commission can exercise to resolve disputes under this clause arise from the operation of sections 505 and 739 of the Fair Work Act 2009 read in conjunction with the terms of this dispute resolution clause and that in exercising those powers (including on any appeal to a Full Bench of the Fair Work Commission), the Fair Work Commission is exercising a statutory function it is empowered by the Fair Work Act 2009 to exercise and further than any decision of a Full Bench of the Fair Work Commission from an arbitrated decision given under this clause may be reviewed in the Federal Court.

12.6 If the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

### 13. CONSULTATION ABOUT CHANGE

~~13.1 The University will notify affected staff and the NTEU where a proposed significant or substantial change will affect staff. Such change includes, but is not limited to, outsourcing or contracting out and changes to University Policies that have a significant and substantial impact on staff terms and conditions of employment.~~

~~13.2 Consultation will be initiated with the provision of a written document outlining the proposal and rationale for proposing the change and proposed impact on staff. Following initial consultation the University will provide written responses to the issues raised in writing by affected staff and/or the NTEU. In order to facilitate this consultation, staff and the NTEU will be provided with up to two weeks to respond in writing to a proposal presented by management.~~

~~13.3 If a decision to proceed is made by the University, management will consult with the affected staff and with the NTEU about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. The consultations will be conducted within a frame-work which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University's decision-making processes.—~~

13.1 The University will notify affected staff, and where the staff member chooses a nominated Representative, that Representative, where a proposed significant or substantial change will affect staff. Such change includes, but is not limited to, outsourcing or contracting out and changes to University Policies that have a significant and substantial impact on staff terms and conditions of employment.

13.2 If a decision to proceed is made by the University, management will consult with the affected staff and where staff members choose, with their Representative, about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. The consultations will be conducted within a frame-work which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University's decision-making process.

### 14. JOB SECURITY

14.1 The University has the goal of maintaining the overall size of the workforce until the nominal expiry date of the Agreement. ~~Wherever reasonably possible widespread redundancies and compulsory retrenchments are to be avoided but the University may use targeted redundancies as reductions in staff become necessary in some areas where restructuring occurs. However, where any such reductions~~



occur, the University is committed to minimising involuntary redundancies. If the University decides to reduce the number of staff, it will first consider measures such as:

- (a) reducing numbers by natural attrition;
- (b) offering part-time employment;
- (c) redeployment;
- (d) transferring or seconding staff, or arranging suitable alternative employment;
- (e) offering voluntary early retirement schemes;
- (f) inviting expressions of interest in voluntary redundancy.

14.2 Clause 14.1 will have effect only until the nominal expiry date of this Agreement ~~30 June 2012~~.

~~14.3 The parties agree to the following in respect of casual sessional employment staffing:~~

- ~~(a) That by the nominal expiry date of the Agreement the total full-time equivalent number of sessional Teaching Associate academic staff will reduce as a proportion of the total full-time equivalent number of academic staff employed by the University.~~
- ~~(b) A target reduction of an average of 5% of the proportion set out in clause 14.3(a), including allowance for normal seasonal fluctuations. The proportion reached would not increase for the remainder of the operative life of the Agreement.~~
- ~~(c) The benchmark date for assessment of the targeted reductions in clauses 14.3(a) and 14.3(b) will be the pay cycle fortnight containing the third full teaching week of the semester commencing on or after the Operative Date of this Agreement.~~

## **PART B – EMPLOYMENT REGULATION**

### **15. PERFORMANCE-BASED CONTRACTS (PBCs)**

15.1 The University and staff may enter into PBCs with a threshold annual salary and loadings (including the cash value of any University-provided motor vehicle and employer superannuation contributions) of at least \$182,000 (at Level E or above) or \$125,000 (at HEW 10 or above). These threshold salary levels will be indexed in line with the salary increases made over the nominal life of this Agreement, provided that all PBCs entered into prior to the certification of this Agreement will remain valid under this clause if salary and loadings fall below the threshold during the life of this Agreement.

15.2 Where the University intends to offer a person a PBC it will provide the person with access to a copy of this Agreement and advise that he/she may elect to have a Representative negotiate the contract.

15.3 All provisions of this Agreement will apply to a PBC staff member except ~~that the PBC~~ the provisions of this Agreement relating to redeployment, redundancy, consultation about change, discipline, unsatisfactory performance, research misconduct, performance management, salary packaging, grievance, the accrual of annual leave, the application (or taking) of annual leave, annual leave loading, salary increases, overtime/TOIL, termination of employment and/or mode of employment, continuing (contingent funded) employment and/or fixed term notice, renewal and severance. Provided that the minimum leave entitlements, termination and notice provisions will be in accordance with the provisions of the Fair Work Act 2009.

~~(a) may set out key performance criteria or targets, which must be met within defined timeframes or circumstances.~~

~~(b) may vary or override provisions relating to redeployment, redundancy, consultation about change, discipline, unsatisfactory performance, research misconduct, performance management, salary packaging, grievance, the accrual of annual leave, the application (or taking) of annual leave, annual leave loading, salary increases, termination of employment and/or mode of employment. Provided that the minimum leave entitlements, termination and notice provisions will be in accordance with the provisions of the Fair Work Act 2009.~~

15.4 A PBC may set out performance criteria or targets, which must be met within defined timeframes or circumstances.

### **16. MODE OF EMPLOYMENT**

16.1 The University may employ a staff member on a continuing, fixed-term, sessional or casual basis. Employment may also be on the basis of part-year/seasonal or annualised hours employment in accordance with clause 19 and Schedule 4.

16.2 Upon engagement, the University will provide the staff member with an instrument of appointment which stipulates the type of employment and the terms of the engagement including:

- for continuing and fixed-term staff, the classification level and salary of the staff member on commencement of the employment, the hours or the fraction of full-time hours to be worked, and the length and terms of any probation;
- for a fixed-term staff member, ~~what~~ the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment (where applicable) has been decided for that employment, including specifying which element of clause 16.4 is in use and whether the position was obtained through a competitive selection process;
- for fixed-term research-only staff members, the option to apply where eligible for employment on a Continuing (Contingent Funded) contract of employment under clause 17 of this Agreement;
- for sessional and casual staff members, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
- other main conditions of employment including the documentary, or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment can be ascertained.

### Continuing Employment

16.3 “Continuing employment” means full-time or fractional employment other than “fixed-term”, “sessional” or “casual” employment.

### Fixed-term Employment

16.4 “Fixed-term employment” means full-time or fractional employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unsatisfactory performance or serious or wilful misconduct or where the work is no longer required to be undertaken in which case clause 47.26 and 48.8 would apply ~~or for cause based upon serious or wilful misconduct.~~

Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member will be entitled to all the benefits of a continuing staff member (other than any redundancy benefits) in the same classification of employment.

The use of fixed-term employment shall be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances.

16.4.1 Specific task or project

“Specific task or project” shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

16.4.2 Research

“Research” means work activity by a person engaged on research only functions for a contract period not exceeding five years.

Provided that where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period of the grant. The exception to this is if there is a genuine operational reason related to the required commencement or completion time of particular work on a research project, or the preference of the staff member. In this case, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period the work is expected to be required.

16.4.3 Replacement Employee

“Replacement Employee” means a staff member:

- undertaking work activity replacing a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded or transferred within or outside the University;
- or

(b) performing the duties of:

- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action, until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
- a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
- a staff member who has returned from a period of parental leave or other authorised leave and who wishes to be employed on a fractional basis for a defined period. The replacement fixed term staff member may be employed to cover the difference in hours arising from such an arrangement.

#### 16.4.4 Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.

#### 16.4.5 Pre-Retirement Contract

Where a full-time or a part-time staff member declares that it is his/her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years. Fractional fixed-term contracts may be offered as provided by clause 31 of this Agreement.

#### 16.4.6 Student Employment

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding clauses 16.4.1-16.4.5, subject to:

- (a) the work being within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit; and
- (b) such fixed-term contract employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (c) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

#### 16.4.7 New Organisational Area

A fixed-term contract may be offered in the case of employment in a new organisational area, for up to two years prior to or from the establishment of any such area. A further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

For the purpose of this clause, 16.4.7 a new organisational area shall mean an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.

Notwithstanding the foregoing, a new organisational area shall also include a unit or group as described above but where the new unit or group is to perform work which has been performed at the University before and where that work is now to be performed at a location not less than 50km from any campus where it is presently being performed.

Where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance ~~appay~~ elsewhere in this Agreement.

either: \_\_\_\_\_

- ~~\_\_\_\_\_ a group of three or more positions established in relation to a new area of academic work; or~~
- ~~a new staff member position organised in a new geographical location outside existing campuses; or~~
- ~~a new staff position organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from an existing unit(s).~~

\_\_\_\_\_ A fixed term contract offered in the circumstances described in this clause 16.4.7 will be subject to the following conditions:

- \_\_\_\_\_ (a) ~~the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;~~
- \_\_\_\_\_ (b) ~~where a fixed term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance pay elsewhere in this Agreement.~~

#### 16.4.8 Disestablished Organisational Area

For the purposes of this clause, a disestablished organisational area shall mean an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Where a final decision has been made to disestablish part or all of an organisational unit, staff may be employed on a fixed-term contract of length equivalent to the length of the phase-out of the unit.

Should the work continue at the end of the proposed phase-out time, the incumbent shall be offered the further work.

~~Where an organisational work area or part of an organisational work area consisting of 3 or more staff members has been the subject of a decision by the University to discontinue that work within 36 months a fixed term contract of employment may be offered to work in that area provided that:~~

- \_\_\_\_\_ (a) ~~the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason that staff member's position or substantially the same position continue beyond a 36-month period, the staff member shall be offered that work on a continuing basis; and~~
- \_\_\_\_\_ (b) ~~should a position not be offered under clause 16.4.8(a) upon request by the staff member, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.~~

#### 16.4.9 Early Career Development Fellowships

~~Where academic staff are appointed to Early Career Development Fellowships in accordance with clause 16.19 below.~~

#### 16.4.9 Convertible Tenure Track

A convertible tenure track employment contract is a fixed-term contract where the position is offered for a period of 3 or 5 years on the basis that the University will, at the expiration of the contract, convert the employment from fixed-term to continuing employment unless:

- (a) the staff member has not met, to the University's satisfaction, the performance expectations set by the University and communicated to the staff member in advance and/or from time to time during the contract consistent with the requirements of the position; or
- (b) there is insufficient productive work that the staff member could perform having regard to the nature of the staff member's classification, academic discipline and skills.

The University may extend the period of the fixed-term contract under this clause in accordance with any period of parental leave or other extended leave of absence.

Where the Head of School (or equivalent) intends not to offer conversion to continuing employment at the expiry of the fixed-term contract, they will refer the recommendation to the Dean (or equivalent) who will make a final determination on the recommendation, and in the case of the grounds specified in subparagraph (a) above will consider whether the performance expectations were:

- (a) \_\_\_\_\_ communicated to the staff member in advance and/or from time to time during the employment; and
- (b) \_\_\_\_\_ reasonable; and
- (c) \_\_\_\_\_ met by the staff member.

The staff member will receive a copy of any recommendation by the Head of School at least 8 weeks prior to the expiry of their contract and will have an opportunity to comment on the recommendation before a final determination is made by the Dean (or equivalent).

Clause 58 of this Agreement (Probationary Employment Principles - Academic Staff) will not apply to a convertible tenure track contract staff member who has been converted to continuing employment.

#### 16.4.10 Measures to Provide Security of Employment

The effect of this clause shall not be to replace continuing positions with fixed-term positions. Fixed-term contracts under this clause may be offered for teaching and research and research-only work in accordance with the University's academic staff position descriptors and for work in accordance with the Professional Staff Position Classification Descriptors at the discretion of the University to provide security of employment where the work would otherwise be performed by casual staff. Such contracts may be offered, but will not be limited to early career academics, and may be offered for a period of no more than 5 years and no less than 12 months (unless otherwise provided for in this Agreement).

#### 16.4.11 Sudden and Unanticipated Rise in Student Enrolments

Where an academic unit experiences a sudden and unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment, in respect of that work. Fixed-term employment under this category may be used for up to 3 years from the date of the sudden and unanticipated increase in enrolments, and fixed-term position offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

#### 16.4.12 Externally Funded Contract Employment

"Externally Funded Contract Employment" means a period of employment which is provided for from identifiable funding external to the University, at a level greater than 50% of the costs of the position (including on-costs). The source of the external funding must be linked to the position.

External funding does not include part of an operating grant from the Government, nor is it funding comprised of payments of fees made by or on behalf of students.

### **Casual Employment (Professional Staff)**

- 16.5 A casual staff member is engaged by the hour and paid by the hour. Subject to clause 37.7, clause 38.108, clause 39, clause 40.10 and clause 40.19 and paragraph (b)(v) of Schedule 5, casual staff members are not entitled to paid leave of any kind.
- 16.6 A casual staff member will be paid the ordinary rate of pay plus an additional casual loading of 25%:
  - 16.6.1 — 24% from the commencement of the first full pay period on or after the Operative Date of this Agreement; or
  - 16.6.2 — 25% from the commencement of the first full pay period on or after the expiry of 12 months following the Operative Date of this Agreement.
- 16.7 A casual staff member will be paid for a minimum period of three hours for each engagement except for the following circumstances:

- (a) A person who is a student (including a postgraduate student) who is expected to attend the University on that day in his/her capacity as a student will have a minimum period of engagement of one hour. Without limiting the scope of this paragraph and for the purpose of this paragraph a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than University holidays as set out in clause 41.
  - (b) A person with a primary occupation elsewhere will have a minimum period of engagement of one hour.
  - (c) In order to meet his/her personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of three hours.
- 16.8 A casual staff member required to work shift work will receive either the casual loading or the appropriate shift penalty, whichever is the greater. Overtime is paid at the ordinary overtime penalty rate with casual loading, ie. (ordinary rate of pay x penalty rate) + (ordinary rate of pay x casual loading).
- 16.9 A casual staff member required to work on a University holiday as prescribed by clause 41 (including any day during the period of Christmas/New Year closedown period other than a Saturday or Sunday) will be paid casual loading on both her/his ordinary rate of pay and her/his holiday penalty rate as provided in clause ~~76~~54.9.
- 16.10 Payment for overtime worked by a casual staff member will be made no later than the pay day of the pay period immediately following the work cycle in which the overtime is worked.
- 16.11 The University will provide casual staff members with the facilities and resources appropriate to enable the fulfilment of their duties.

#### **Sessional Employment (Academic Staff only)**

- 16.12 "Sessional employment" means the casual employment of academic Teaching Associate staff who are appointed to undertake a single or specific number of sessions related to demonstrating, tutoring, lecturing, marking, supervision, academic research assistance, music accompanying with special educational service, undergraduate clinical nurse education or other required academic activity.
- 16.13 The University will provide Teaching Associate staff with the facilities and resources appropriate to enable the fulfilment of their duties.
- 16.14 The University will provide Teaching Associate staff with appropriate access to professional development opportunities, other than those staff employed on an occasional or ad hoc basis.
- 16.15 The University will provide Teaching Associate staff (other than those staff employed on an occasional and ad hoc basis) with library cards, out-of-hours access, e-mail accounts, network and intranet access, and inclusion in the University's telephone book and web directory on an equivalent basis as for other academic staff (including during non-teaching periods over the calendar year).
- 16.16 Teaching Associate staff will be eligible to apply for internally advertised University positions on an equivalent basis as for other academic staff.
- 16.17 Teaching Associate staff will be eligible to apply for internal funding opportunities, including grants and professional development funds, on an equivalent basis as for other academic staff.
- 16.18 The University will pay Teaching Associate staff for a half-day of induction at the "other required academic activity" rate except for Teaching Associate staff:
- (a) previously employed by the University; and/or
  - (b) already provided an equivalent paid induction of three hours or more by the University.

#### ~~16.19 Early Career Development Fellowships (ECDFs)~~

~~Over the life of this Agreement the University will establish and advertise 25 full-time Level A academic positions as ECDFs. An ECDF is a standard teaching and research or research-only academic position available for a fixed term of 24 months.~~

~~The field of applicants for an ECDF will be restricted to University Teaching Associate staff who have been:~~

- ~~(a) awarded a PhD and have performed sessional work for the University in 2 entire teaching periods over the past three years; or~~
- ~~(b) active candidates for their PhD for at least three years and have performed sessional work for the University in 3 entire teaching periods over the past three years.~~

~~Successful applicants will be selected from eligible candidates on academic merit, provided that at least three of the Fellowships will be reserved for offer to eligible Indigenous staff (who will be in addition to the minimum of 10 additional Indigenous staff members that the~~

~~University's Aboriginal and Torres Strait Islander employment strategy will actively seek to appoint in accordance with clause 72(e) of this Agreement).~~

~~A staff member accepting an offer of an ECDF will be required to undertake the Graduate Certificate in Higher Education (unless already possessing an acceptable alternative qualification) and will be subject to assessment of satisfactory progress through the probation process and prior to the completion of the 12-month probation period.~~

~~The University will review this Fellowships scheme on expiry of this Agreement.~~

## Fractional Employment

16.1920 In the case of a continuing or fixed-term fractional contract, the salaries, allowances and other entitlements under this Agreement applicable to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis according to the fraction of time worked. A staff member employed on a fractional-time basis, will not by reason of being a fractional-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid pro rata for any such leave.

## 16A. SCHOLARLY TEACHING FELLOWS

16A.1 The parties to this Agreement recognise the need for innovative approaches to maximise the range of employment options that the University can utilise to not only meet a dynamic and changing environment but also to provide current and prospective staff with suitable and sustainable employment opportunities.

16A.2 The purpose of Scholarly Teaching Fellow positions is to advance the University's goal of excellence in learning and teaching and to offer sustainable alternatives to longer term sessional academic engagements, including a transitional pathway for staff from sessional engagement to teaching and research appointments.

16A.3 The University is committed to a target of employing Scholarly Teaching Fellows equivalent to 5% of the reported sessional staff FTE as at 1 January 2014. The University will review the use of sessional teaching at the end of each year. Where more than 5% of the University's face-to-face teaching hours at Level B and above are being performed by sessional Teaching Associate staff (excluding staff who are students or who have other primary occupations) for two consecutive semesters, the University will, as far as operational requirements permit, establish sufficient Scholarly Teaching Fellow positions to bring the proportion of sessional Teaching Associate staff used for the University's face-to-face teaching hours at Level B and above to no more than 5% by the end of the following year.

16A.4 For the purposes of achieving this 5% target the University may continue to count any former Scholarly Teaching Fellow who is still employed in a teaching focused (Education Focused) role and notwithstanding that the staff member may have moved to a higher classification.

16A.5 Scholarly Teaching Fellow positions will be full-time or part-time and filled on a fixed-term basis or where appropriate on a continuing basis, except that a person may be appointed to a Scholarly Teaching Fellow position on a fixed-term basis as a replacement where the incumbent Scholarly Teaching Fellow is either on authorised leave of absence or is temporarily seconded outside or transferred within the University.

16A.6 A Scholarly Teaching Fellow will be employed primarily to teach and may be required to have teaching and related duties constitute up to 80% of his/her work allocation with the remaining 20% of his/her work allocation, over a year, available for scholarship and research and/or administrative responsibilities. A Scholarly Teaching Fellow may also be required to teach in all teaching periods including any Summer Teaching Period.

16A.7 The University will advertise Scholarly Teaching Fellow positions and will require appropriate evidence from an applicant to verify their eligibility to apply. The persons who will be eligible to apply for a Scholarly Teaching Fellow position will be existing or former academic fixed-term or sessional staff of any Australian university, who have had at least 12 months' academic employment in total in an Australian university or Australian universities (inclusive of periods of systematic and regular sessional academic employment) over the preceding five-year period. Provided that any person who has previously held a continuing academic appointment at an Australian or overseas university will be ineligible to apply. Scholarly Teaching Fellow positions will be filled through competitive merit-based selection processes.

16A.8 A Scholarly Teaching Fellow will only be appointed at and hold a Level A position and will be employed to teach on a trimester basis or otherwise throughout the year. The qualification requirements that apply to other academic staff at this level will apply to Scholarly Teaching Fellows as will the probation, incremental advancement, and performance development processes.

## 17. CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

- 17.1 A fixed-term staff member appointed to a research-only position (or positions) funded by contingent funding for a period of continuous service of four years or more and who ~~is to be~~ has been appointed since the commencement of this Agreement to a ~~further~~ second or subsequent consecutive research-only fixed-term contract of at least six months in duration, ~~shall~~ may apply to be employed on a Continuing (Contingent Funded) contract of employment in accordance with this provision. Applications may be refused on reasonable grounds. Reasonable grounds include:
- the staff member is the subject of disciplinary proceedings or disciplinary action or has otherwise not performed satisfactorily in his/her position;
  - the staff member is performing work which is predominantly related to discontinued or discontinuing programs or a disciplinary area that is not actively being pursued by the University;
  - the staff member is a student, his/her status as a student was the primary reason for the appointment, and the staff member is due to cease as a student within the forthcoming 12-month period.
- 17.2 "Contingent Funding" is limited-term funding provided for from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 17.3 Notwithstanding the above, a fixed-term research-only staff member may be appointed, at the discretion of the relevant Dean (or equivalent), to Continuing (Contingent Funded) employment using internal funds, where:
- the use of internal funding is for a limited period; and
  - the area has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
  - the alternative would be the separation of the staff member from his/her position with the University.
- 17.4 All staff on Continuing (Contingent Funded) employment will be subject to the probationary employment, disciplinary action, and research misconduct provisions of the Agreement. Service for staff on Continuing (Contingent Funded) employment will be regarded as continuous provided that any break in service does not exceed three months and such breaks do not count as service.
- 17.5 A staff member on Continuing (Contingent Funded) employment may apply for internally advertised employment.
- 17.6 The following provisions do not apply to staff on Continuing (Contingent Funded) employment:
- The consultation about change provisions of clause 13 in respect to the contingent position that staff member occupies.
  - Notice, redundancy, redundancy review and any other provisions of clause 47 that apply to staff employed on a continuing contract of employment.
  - The provisions of clause 56 to the extent the grievance relates to any matter arising out of the operation of this clause. For the avoidance of doubt a grievance under clause 56 cannot be used to seek review of any decision to offer, not offer, not continue or to terminate Continuing (Contingent Funded) employment.
- 17.7 Where the funding that supports a staff member's Continuing (Contingent Funded) employment ceases:
- (a) The University may transfer the staff member to another equivalent position.
  - (b) If a transfer opportunity does not exist, the staff member will be provided with a minimum of four weeks' notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
  - (c) If, during the notice period, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues.
  - (d) If an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter, at the discretion of the University, to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and leave may be delayed for up to nine weeks to facilitate continuation of service.
  - (e) At the end of the notice period (and any such approved leave in accordance with the above) the employment relationship will cease and the severance payment in clause 17.9 below will be made to the staff member.
- 17.8 It is not the intention of this clause that the conditions of employment of a staff member be worse than had he/she been employed on a fixed-term position subject to contingent funding. Accordingly, the University shall not terminate the employment of a staff member on Continuing (Contingent Funded) employment unless:
- (a) the contingent funding that supports the position ceases or is insufficient; or



- (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- (c) termination is under the probation or disciplinary provisions of this Agreement.

If a staff member's employment is terminated under (a) or (b) above, and the staff member is eligible under this Agreement, the staff member will be provided notice and severance payments under clauses 17.7(b) and 17.9 respectively of this provision.

17.9 Continuing (Contingent Funded) employment severance payments will be as follows:

**Table A**

<b>Length of Continuous Service</b>	<b>Severance Payment</b>
Up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay (plus 2 weeks' pay for each year of continuous service in excess of 4 years)

17.10 Severance payments will not be made where the staff member:

- (a) declines the further employment or redeployment where funding for his/her position ceases;
- (b) resigns;
- (c) secures the same or similar employment with another employer associated with the contingent funding of the position; or
- (d) has a single fixed-term continuous service engagement made under a contract containing an express provision that the contract will not be extended or renewed, up to three years for professional staff or up to five years for academic staff.

17.11 A staff member employed on a Continuing (Contingent Funded) contract of employment in accordance with this clause will nevertheless continue to be regarded as a fixed-term research-only staff member for the purposes of clause 26(c) or (d) of this Agreement dependent on the staff member's period of continuous service.

## **18. FIXED-TERM NOTICE, RENEWAL & SEVERANCE**

Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member (other than a fixed-term contract staff member subject to clause 18.7) shall be entitled to:

### **18.1 Incremental Advancement.**

A fixed-term staff member who has a period of continuous service in a classification which has an incremental structure shall be entitled to progress through that structure in the same way as a staff member engaged as a continuing staff member in the same or similar classification under this Agreement.

### **18.2 Notice of Cessation Or Renewal of Employment Upon Expiry of Contract**

The University shall provide to a fixed-term staff member, a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice shall be the greater of:

- (a) any contractual entitlement to notice of the University's intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or
- (b) according to the table below:

**Table B**

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Up to 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years or over	4 weeks

In addition to the notice prescribed under clause 18.2(a) or 18.2(b), a staff member over the age of 45 years at the time of the giving of notice and with not less than two years' continuous service shall be entitled to an additional week's notice.

### 18.3 Exceptions/Variations to Requirement to Provide Notice

Where, because of circumstances relating to the provision of specific funding to support employment (external to the University and beyond its control), the University is not reasonably able to give the notice required by clause 18.2, it shall be sufficient compliance with clause 18.2 if the University:

- (a) advises those circumstances to the staff member in writing at the latest time at which the notice would otherwise be required to be given; and
- (b) gives notice to the staff member at the earliest practicable date thereafter.

### 18.4 Entitlement to Severance Pay

A fixed-term staff member who is employed in accordance with either clause 16.4.1 (Specific Task or Project) or 16.4.2 (Research) whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, shall be entitled to a severance payment as provided in clause 18.5 below in the following circumstances:

- (a) a staff member who is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
- (b) a staff member who is employed on a fixed-term contract and the duties of the kind performed continues to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

### 18.5 Severance Pay

#### 18.5.1 Calculation of severance pay entitlements – Academic staff

Table C

Length of continuous service	Severance pay
Up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

#### 18.5.2 Calculation of severance pay entitlements – Professional staff

Table D

Length of continuous service	Severance pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

18.5.3 In addition to the relevant severance pay as provided in clauses 18.5.1 or 18.5.2 above, research grant funded staff (being staff primarily funded from competitive research grants) not including casual professional or Teaching Associate staff, will be entitled to an additional two weeks' severance pay for each year of continuous service in excess of four years.

~~18.5.4 For the purpose of this Agreement, breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.~~

~~18.5.5~~ Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purpose of this clause.

## 18.6 Offer of Further Employment

18.6.1 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a fixed-term contract, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

~~18.6.2 A staff member who is offered sSuitable aAlternative eEmployment shall not be eligible for severance pay, whether such offer is accepted or not. The University, in a particular case, may make application to Fair Work Australia to have the general severance payment or retrenchment benefit payment prescription varied if the University obtains acceptable alternative employment for the staff member.~~

## 18.7 Transitional Provisions

18.7.1 Clause 18.7 applies only to a staff member currently employed as a fixed-term staff member who commenced fixed-term employment with the University on or after 22 November 2005 but prior to ~~the Operative Date of this Agreement~~ 29 January 2010.

18.7.2 The University will provide the fixed-term staff member written notice that at the expiry of the contract the University intends to:

- (a) continue the position; or
- (b) discontinue the position.

For the purposes of clause 18.7.2, an intention to discontinue the position but replace it with a position having the same or substantially similar duties will be treated as an intention to continue the position.

Written notice will be the greater of any contractual entitlement to notice of the University's intention to renew, or not to renew employment, or the following notice periods:

**Table E (Fixed-Term Notice)**

<b>Period of continuous service</b>	<b>Period of notice</b>
Up to the completion of 3 years	2 weeks*
3 years and up to the completion of 5 years	3 weeks*
5 years or over	4 weeks*
	*In addition, a staff member over the age of 45 years at the time of the giving of notice and with not less than 2 years' continuous service will be entitled to an additional week's notice.

18.7.3 Where the University has made a determination in accordance with clause 18.7.2(a), the incumbent will be offered further employment in the position or a position with the same (or substantially similar duties where applicable) provided that the incumbent was employed other than as a Replacement Employee through a competitive and open selection process and has performed satisfactorily in the position.

18.7.4 Where further fixed-term employment is offered under clause 18.7.3, the staff member may apply for conversion to continuing employment on the same salary and classification. The University will consider the application and may refuse conversion on reasonable grounds, which may include but are not limited to:

The staff member is:

- a Monash University Student;
- a genuine retiree;
- a Professor, Professorial Fellow, Adjunct Professor, Research Professor, Dean or above;
- subject to disciplinary action;
- on a pre-retirement or performance based contract;
- is on a professional staff salary at or above salary step 1 of HEW Level 10.

The position is:

- for a specific task or project, or funded by identifiable funding external to the University (which may include research/grant funds but does not include Government operating grants or funding from fees paid by or on behalf of students);
- in a new organisational area for up to two years;
- filling a temporary vacancy or meeting a curriculum requirement for recent professional practical or commercial experience;
- in a discontinuing organisational work area or part of such an area consisting of 3 or more staff.

**18.7.5** Where the University has made a determination in accordance with clause 18.7.2(b) and the University does not renew the contract notwithstanding that the staff member seeks to continue the employment, severance payment will be payable at the expiry of the staff member's fixed-term contract as follows:

- (a) A staff member employed in a research-only capacity or for a specific task or project or in a new organisational area will be entitled to severance pay as per clauses 18.4 and 18.5 of this Agreement.
- (b) A staff member employed in a new organisational unit will be entitled to severance pay as per clause 16.4.7(~~b~~) of this Agreement.
- (c) For all other staff subject to clause 18.7 where the same or substantially the same duties are no longer required and the staff member is:
  - (i) On a first fixed-term contract of more than three years or on any second or subsequent contract, where the continuous period of service is more than three years; or
  - (ii) On any second or subsequent fixed-term contract for:
    - work that requires recent professional practical or commercial experience; and/or
    - work in a discontinuing organisational area or part of such an area consisting of 3 or more staff.

**Table F**

<b>Length of continuous service</b>	<b>Severance pay</b>
Up to the completion of 3 years	4 weeks
3 years and up to the completion of 4 years	6 weeks
4 years and up to the completion of 5 years	7 weeks
5 years and up to the completion of 6 years	8 weeks
6 years and up to the completion of 7 years	10 weeks
7 years and up to the completion of 8 years	12 weeks
8 years and up to the completion of 9 years	14 weeks
9 years and up to the completion of 10 years	16 weeks
10 years and over	18 weeks

## **19. CASUAL STAFF CAREER PROGRESSION**

- 19.1 A casual staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause or Schedule 4.
- 19.2 Upon appointment, the University will advise a casual staff member that, after serving qualifying periods, a casual staff member may have a right to apply for conversion and a copy of the conversion provisions of this Agreement will be made available to such casual staff members.
- 19.3 The University will also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.
- 19.4 An eligible casual staff member may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of Schedule 4.

## **20. INTERCAMPUS WORK, TRAVEL AND TRANSFERS**

- 20.1 Each staff member of the University will be attached to a designated campus of the University and not be assigned unreasonable responsibilities on other campuses. What constitutes "unreasonable responsibilities" for the purposes of this clause will be determined on a case by case basis. Where travel between campuses is required the University will determine the most suitable mode of transport

after consultation with the staff member, and any costs incurred in such travel will be reimbursed upon production of receipts. Travelling time between campuses will count as time worked and comparable amenities will be provided for duties undertaken at other campuses.

- 20.2 The University may, after consultation with a staff member, transfer or second the staff member to a suitable position at the same classification level and time fraction and with the same or similar skills and experience requirements. In all discussions relating to an internal transfer, a staff member may choose to be accompanied by a Representative.
- 20.3 On transfer and/or secondment, the staff member will retain current employment status, conditions and salary range for the classification, but may agree to a varied fraction. The staff member may also be entitled to relocation leave at [clause 40.22 paragraph \(w\) of Schedule 5](#) of this Agreement.

## PART C – SALARIES AND RELATED MATTERS

### 21. SALARY INCREASES

- 21.1 All University staff members to whom this Agreement applies will be classified and paid in accordance with Schedule 1 with the exception of Teaching Associate staff who are paid a sessional or hourly rate as specified in Schedule 2 of this Agreement, casual academic Research Assistant staff who are paid rates as specified in Schedule 2 of this Agreement, and staff members employed on a Performance Based Contract.
- 21.2 Staff members will receive the salary increases set out in Schedule 1 or 2, as applicable, whether provided by administrative action prior to the Operative Date of this Agreement (and absorbed by this Agreement without further increase applicable at that date) or subsequently, as set out and summarised below:
- ~~2% from the commencement of the first full pay period on or after 31 March 2009;~~
  - ~~1.5% from the commencement of the first full pay period on or after 31 October 2009;~~
  - ~~2% from the commencement of the first full pay period on or after 31 March 2010;~~
  - ~~2% from the commencement of the first full pay period on or after 31 October 2010;~~
  - ~~2% from the commencement of the first full pay period on or after 31 March 2011;~~
  - ~~3% from the commencement of the first full pay period on or after 31 October 2011; and~~
  - ~~4% from the commencement of the first full pay period on or after 31 March 2012.~~
  - 2% from the commencement of the first full pay period on or after 1 October 2013;
  - 2.5% from the commencement of the first full pay period on or after approval of this Agreement;
  - 2.5% from the commencement of the first full pay period on or after expiry of one calendar year following approval of this Agreement; and
  - 2.5% from the commencement of the first full pay period on or after expiry of two calendar years following approval of this Agreement.

### 22. PAYMENT OF SALARIES AND DEDUCTIONS

- 22.1 Salaries will be paid fortnightly, directly into any bank, building society, credit union account or, in exceptional circumstances, the staff member may apply to be paid by cheque. On the written authority of a staff member, the University will make deductions from a staff member's salary for employee superannuation contributions and may make other deductions at the staff member's request (except for court ordered deductions).
- 22.2 A Teaching Associate staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative, as identified by the University to the Teaching Associate staff member.
- 22.3 Staff members will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions. The staff member will receive the statement via a secure web site or a printed advice slip.
- 22.4 An underpayment to a staff member will be corrected and full payment made to the staff member within two working days following notification by the staff member to the University of the underpayment except that by mutual agreement between the staff member and the University such payment may be made not later than the pay day for the next pay period.

The University will advise and consult with a staff member when an overpayment has been identified. The University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The

timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and the University will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the University may deduct the overpayment from the staff member's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the Dispute Resolution Procedure under clause 12 of this Agreement will be applied to achieve an outcome that allows the University to recover the overpayment, after which the University may deduct any overpayment from the staff member's salary or termination payments accordingly.

Where a staff member resigns or retires, or their employment is terminated, the University will, to the extent permissible by law, set-off against and deduct from any amounts payable to the staff member by way of salary, allowance, annual leave, long service leave and any other benefits owing to the staff member by the University, any amount owed to the University by the staff member arising from the staff member's employment.

22.5 With four weeks' notice, a staff member will be entitled to payment in advance for periods of paid parental, long service or Outside Studies Program leave in excess of 10 days up to a maximum of 12 weeks.

## 23. PAYMENT OF INCREMENTS

23.1 Where a staff member's salary classification changes, the date of effect of the change will become the date of effect for future incremental increases. Payment of salary increases due to increments, promotion or reclassification will be made on or after the date of the increase, provided that, where an increase has effect from 1 January, payment may be made on the first pay-day in February.

## 24. ANNUAL LEAVE LOADING

24.1 All staff members, except casual professional and Teaching Associate staff, will be entitled to 17½ per cent of the salary for four weeks' annual leave payable in the pay period in which 15 December occurs, with a maximum payment equal to the Australian Bureau of Statistics average weekly total earnings of all males (Australia) for the August quarter bi-annual date released in August in the year in which it is paid. Staff members whose employment commences after or ceases prior to 15 December in any accrual year will be entitled to a pro rata payment for the number of completed months of continuous service in that accrual year.

## 25. SALARY PACKAGING

25.1 Staff in continuing employment or on a fixed-term contract of more than 12 months may negotiate an individual salary package to reduce the cash salary prescribed for the staff member's classification in Schedule 1 in favour of a mix of benefits and cash salary. Such a salary package will be set out in an agreement with the University which will specify:

- (a) That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in Schedule 1.
- (b) That periods of paid leave will be paid on the reduced cash salary and packaged benefits.
- (c) That the University may elect to discontinue salary packaging, or offer the staff member a new salary package, if legislative or other changes increase the cost of salary packaging for the University.

25.2 Benefits available under salary packaging are determined from time to time by the University but may include payment for University car parking, childcare and gym membership, and the UniSuper employee contribution. Where the University elects to vary the items which may be offered it will consult with staff directly, and where a staff member chooses with his/her nominated Representative, and with the NTEU before changes to benefits are made.

25.3 Where a third party administers salary packaging benefits, the University will exercise its best endeavours to avoid or minimise any loss suffered by the staff member as a result of incorrect administration of the scheme by the third party.

## 26. SUPERANNUATION

The University will maintain the current employer contributions and arrangements for superannuation that were in effect as at 22 November 2005, including UniSuper as the required recipient fund, except that:

- (a) the University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level;
- (b) eligible staff members will be entitled to 9% employer contribution to the Accumulation 1 in accordance with existing University policy. These contributions will be consistent with Division D of the UniSuper Trust Deed;

- (c) subject to paragraph (d) below, fixed-term research-only staff with at least 12 months' continuous service will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University;
- (d) fixed-term research-only staff who, following ~~29 January 2010~~ the Operative Date, have reached the years of continuous service shown in the table below, will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff without the requirement for full and adequate provision from other than recurrent funds:

**Table G**

<b>Date or period as described</b>	<b>Years of continuous service to qualify</b>
<del>Operative Date of this Agreement</del> <u>As at 29 January 2010</u>	10 or more years' continuous service
Period up to 12 months from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 10 years' continuous service
Period 12 months and up to 24 months from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 9 years' continuous service
Period 24 months and up to 36 months from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 8 years' continuous service
Period 36 months and up to 48 months from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 7 years' continuous service
Period 48 months and up to 60 months from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 6 years' continuous service
Period 60 months and over from <del>29 January 2010</del> <u>Operative Date</u>	Upon reaching 5 years' continuous service

## **PART D – WORKPLACE FLEXIBILITY**

### **27. ON-CALL AND CALL-BACK FOR IT STAFF**

- 27.1 Continuing or fixed-term HEW Levels 1-9 staff employed in information technology services provision may be rostered or directed to be "on call" outside of normal working hours for physical attendance (or remote log-in where applicable).

#### **On-Call Arrangements**

- 27.2 Where a staff member is rostered on call by the Dean/Divisional Director:

- Roster times may be any hours outside of 8:00am to 6:00pm week days, and hours between 6:00pm Friday to 8:00am Monday.
- He or she must be contactable by telephone or pager and be fit and ready for on-site attendance (or remote log-in) within one hour.
- Payment for being on-call will be 25% of the hourly ordinary rate with a three-hour minimum payment period.
- A rostered on-call period will not normally be greater than one week without one week off-call.

#### **Payment for Call-Back Overtime**

- 27.3 Where a staff member is called back to work while rostered on-call:

- For HEW Levels 1-7 staff overtime will be paid at 150% for the first three hours and 200% thereafter (Monday to Saturday), 200% (Sunday) and 250% (University holidays), with a minimum overtime payment of three hours for a staff member called back on-site, and one hour for a remote log-in. A single minimum payment will apply for multiple call-backs within the three-hour or one-hour period, and claimable overtime does not include travelling time.
- On-call allowances cease for all time paid as call-back overtime. Subject to mutual agreement, time off may be taken in lieu of overtime payment in accordance with clause ~~7456~~.10.

- (c) A dial-in allowance of \$15 per day (or pro rata for a shorter period) will be paid where remote log-in is required (subject to a maximum payable of \$390 per calendar year).
- (d) A staff member will be given at least a 10-hour break (plus reasonable travelling time from the work site to the staff member's home) from completion of overtime duty on any call-back without loss of pay for scheduled ordinary duty commencing during such break.

27.4 Scheduled overtime for the purposes of maintenance or any other work will not attract on-call remuneration. Overtime provisions will apply and prior approval is required to carry out functions that incur overtime. For HEW Levels 8-9 staff, no overtime is payable and remuneration will be in the form of a quarterly lump-sum performance payment.

27.5 Payments under this clause do not apply for all purposes and therefore are not superannuable and do not apply for leave or other benefits or entitlements.

## 28. CONDITIONS FOR MONASH UNIVERSITY BOILER HOUSE 12 HOUR SHIFT ROSTER FOR ENGINEERING SERVICES OFFICERS (ESOs)

28.1 The current arrangements for ESOs engaged in continuous shift work in the boiler house located on the Clayton Campus of Monash University will apply and are to prevail where inconsistent with any provisions in this Agreement.

28.2 Details of those arrangements for ESOs will be as set out in the relevant University Policy as at 22 November 2005.

## 29. FLEXIBLE ACCESS TO EXTERNAL REVIEW TRIBUNALS

### 29.1 Application of this clause

This clause applies in relation to access to Redundancy Review Committees (under clause 47.10 - 47.17), in relation to access to Misconduct Investigation Committees under clause 53.10 - 53.11 and access to a Reviewer (of termination of employment ~~effor~~ unsatisfactory performance) under clause 53.14 - 53.17. This clause does not apply to professional staff.

### 29.2 General Principles underlying this clause

The intent of this clause is to:

- (a) provide immediate access to superior independent external tribunals where academic staff are terminated on grounds of redundancy, poor performance or serious misconduct;
- (b) streamline review and appeal mechanisms to avoid duplication of process and to minimise prolonged costly internal and adversarial review mechanisms.

### 29.3 Exclusions

Notwithstanding any other provision in this Agreement where:

- Where a staff member is or would immediately after termination of ~~their~~his/her employment be entitled to make an application to the Fair Work Commission under ~~S~~section 394 (or successor provision) of the Fair Work Act 2009; and
- either the staff member requests and the University agrees or the University requests and the staff member agrees,

the University may terminate the staff member's employment without any requirement or obligation;

- (a) in the case of termination for serious misconduct, to first convene a ~~m~~Misconduct ~~i~~Investigation ~~e~~Committee under clause 53; or
- (b) in the case of termination on grounds of redundancy, to first convene a Redundancy Review Committee under clause 47; or
- (c) in the case of termination for unsatisfactory performance, to subsequently appoint a Reviewer under clause 53.

If the University terminates the employment of a staff member in accordance with this clause 29.3, the University agrees not to make any jurisdictional objection to a subsequent unfair dismissal application to the Fair Work Commission by the staff member under section 394



(or successor provision) of the Fair Work Act 2009, provided that the staff member lodges his/her application under section 394 within the time limit prescribed by the Act.

~~29.~~

#### ~~TERMS FOR PARKVILLE AND GIPPSLAND CAMPUSES~~

~~29.1 The existing conditions and practices concerning patents, car parking and flexible working arrangements will continue to apply to eligible staff at the Parkville (formerly Victoria College of Pharmacy) and Gippsland Campuses, and are to prevail where inconsistent with any provisions in this Agreement.~~

~~29.2 Details of the existing conditions and practices applying under this clause will be as stated in the relevant University Policy as at 22 November 2005.~~

#### 30. VOLUNTARY REDUCED WORKING YEAR

30.1 A voluntary reduced working year arrangement is available upon application and approval to all continuing and fixed-term staff who wish to extend their leave options for personal and/or family responsibility reasons. A staff member may apply to reduce his/her current working year by multiples of two weeks up to eight weeks, with salary proportionately reduced to fund a corresponding increase in additional paid leave over a 52-week period. This additional leave will not attract annual leave loading and must be taken during each 12-month period of the reduced working year arrangement. Such leave will be taken by application and be subject to prior approval, except where the staff member gives at least three months' written notice.

30.2 Operation of a voluntary reduced working year arrangement is subject to the following conditions:

- (a) Staff with any excess annual or long service leave balance under clauses 36 or 38 are not eligible to participate or remain in the scheme.
- (b) The term of the arrangement will be negotiated for a period of at least 12 months but may be varied by either the University or the staff member, subject to three months' notice on either side or shorter written notice by the staff member where agreed by the University.
- (c) Leave accrued during the term of the scheme will be paid at the reduced rate provided that:
  - leave accrued prior to the scheme will be available at the rate at which it accrued;
  - long service leave will be paid at the average service fraction over the leave accrual period;
  - staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.
- (d) Notwithstanding ~~Schedule 5 paragraph (a) and~~ clause 36, all annual leave accrued during each 12-month accrual period in the term of the reduced working year arrangement must be taken during that accrual period.

#### 31. PRE-RETIREMENT

31.1 Staff in full-time or fractional-time continuing employment may elect to apply to reduce their time commitment under a pre-retirement contract to a fraction of not less than 0.3 and not more than 0.8 of full-time, when they are within five years or less of being eligible to receive a retirement benefit from their superannuation scheme.

31.2 Eligible staff members will transfer to a fixed-term pre-retirement contract, with the University paying a subsidy to maintain employer UniSuper contributions (or equivalent State Superannuation provisions) at the rate applicable for the former substantive continuing appointment.

31.3 The staff member will make superannuation staff member contributions at the level appropriate to his/her new fraction of appointment. The University will also provide a subsidy payment sufficient to ensure the retention of superannuation benefits appropriate to the former substantive continuing appointment.

31.4 The workload and pattern of work for a staff member under a pre-retirement contract will be subject to determination and approval by the Head of Administrative Unit according to the role and responsibilities agreed between the Head and the staff member, appropriate to the fraction of full-time appointment.

- 31.5 Further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.
- 31.6 Annual leave, ~~sick personal~~ leave and long service leave under a pre-retirement contract will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate clearing any excess annual and long service leave credits.
- 31.7 Staff will transfer to a fixed-term fractional pre-retirement contract of no greater than five years in length. ~~Further fixed term contracts may follow.~~
- ~~31.8 The Vice-Chancellor, on the recommendation of the Dean or equivalent, may approve a request for early retirement with supplementary payment based on an appropriate scheme being available and any benefit normally being determined against the former substantive appointment with the retirement benefit reduced by supplementary payments made under this scheme.~~
- 31.98 Staff who transfer to a pre-retirement contract in accordance with this clause will be ineligible for conversion as provided in clause 18 of this Agreement.
- 31.409 Nothing in this clause will affect the entitlements of a staff member whose employment was governed by any similar scheme, entered into prior to 25 May 2001, except that such staff members will also be ineligible for conversion as provided in clause 18 of this Agreement.

## 32. EXCHANGE OF ANNUAL LEAVE LOADING FOR EXTRA LEAVE

- 32.1 Staff members may volunteer, in January each year, to receive three and one-half (3.5) days' leave in addition to annual leave. In return they will forfeit their entitlement to payment of annual leave loading in the year in which the additional leave is credited. These three and a half extra days' leave will be taken in accordance with normal University leave processes, but are non-cumulative and must be taken prior to 31 December in any given year.
- 32.2 Exit from the scheme is open only in January each year.

## 33. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 33.1 ~~The University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:~~
- ~~(a) the Agreement deals with one or more of the following matters:~~
- ~~(i) arrangements about when work is performed, which may include structuring a pattern of working hours to enable professional staff members to work on a full-time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year, varying the arrangements contained in clauses 16, 21, and 22 and Schedule 4 as and when applicable;~~
- ~~(ii) overtime rates;~~
- ~~(iii) penalty rates;~~
- ~~(iv) allowances;~~
- ~~(v) leave loading;~~
- ~~(vi) allowing for different dates to be agreed between the University and the staff member for the taking of annual leave which is otherwise rostered and deemed in accordance with clause 36.5 of this Agreement; and~~
- ~~(b) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters mentioned in paragraph (a); and~~
- ~~(c) the arrangement is genuinely agreed to by the University and staff member.~~
- 33.2 The University must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 33.3 The University must ensure that the individual flexibility arrangement:
- (a) is in writing; and
- (b) includes the names of the University and the staff member; and

(c) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

33.4 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

33.5 The University or staff member may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days' written notice to the other party to the arrangement; or

(b) if the University and the staff member agree in writing – at any time.

~~33.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth) (the "Act").~~

~~33.2 A staff member and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which will deal with one or more of the following matters:~~

~~(a) Structuring a pattern of working hours to enable professional staff members to work on a full time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year, varying the arrangements contained in clauses 16, 21, and 22 and Schedule 4 as and when applicable.~~

~~(b) Accelerated leave arrangements for the taking of excess annual leave balances (in excess of 60 days) to bring the balance to not less than 30 days. An accelerated leave arrangement is only available once in the life of the Agreement for each individual staff member, and such accelerated leave may be accessed at no higher rate than double pay. To this extent only, this varies the provisions of clause 36.3.~~

~~(c) Additional unpaid parental leave or unpaid carer's leave, varying clauses 37 and 39 and paragraphs (b), (l), (m) and (n) of Schedule 5 as and when applicable in relation to the availability of such unpaid leave.~~

~~(d) Allowing for different dates to be agreed between the University and the staff member for the taking of annual leave which is otherwise rostered and deemed in accordance with clause 36.3 of this Agreement.~~

~~33.3 The University will ensure that:~~

- ~~(a) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters mentioned in clause 33.2; and~~
- ~~(b) the arrangement is genuinely agreed to by the University and staff member.~~
- ~~(c) agreement to a flexibility arrangement may not be a precondition for reclassification, promotion or employment (except for seasonal staff engagements under clause 33.2(a)).~~
- ~~(d) the staff member is advised that he/she is entitled to have a Representative negotiate a flexibility arrangement on the staff member's behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Act.~~
- ~~(e) the staff member and his/her Representative (if any) must have at least three (3) working days to consider the proposal if initiated by the University.~~

~~33.4 The University will ensure that the terms of the individual flexibility arrangement:~~

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

~~33.5 The University will ensure that the individual flexibility arrangement:~~

- ~~(a) is in writing; and~~
- ~~(b) includes the name of the University and the staff member; and~~
- ~~(c) is signed by the University and staff member and, if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and~~
- ~~(d) includes details of:
  - ~~(i) the terms of the Agreement that will be varied by the arrangement; and~~
  - ~~(ii) how the arrangement will vary the effect of the terms; and~~
  - ~~(iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and~~~~
- ~~(e) states the day on which the arrangement commences.~~

~~33.6 The University will give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record which will be an adjunct to the University's other established record-keeping processes.~~

~~33.7 The University or staff member may terminate the individual flexibility arrangement:~~

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

~~33.8 The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the University and an individual staff member contained in any other term of this Agreement.~~

## **PART E LEAVE AND HOLIDAY ENTITLEMENTS**

### **34. DEFINITIONS AND GENERAL CONDITIONS**

**34.1** For the purposes of this Part:

~~(a) "child" means:~~

- ~~• for the purposes of Parental Leave (Maternity), a child (or children from a multiple birth) born to a staff member;~~
- ~~• for the purposes of Parental Leave (Spouse/Domestic Partner Birth), a child (or children from a multiple birth) born by a staff member's domestic partner;~~
- ~~• for the purposes of Parental Leave (Adoption), a child or children of the staff member placed with the staff member through an adoption process, who is not the birth child of the staff member or the staff member's partner, and who has not previously lived continuously with the staff member for a period of six months or longer.~~

~~(a) "paid leave" refers to leave at the ordinary rate of pay.~~

(b) "days" means working days.

~~(c) "spouse" includes spouse, de facto spouse, former spouse and former de facto.~~

~~(cd) "de facto spouse" means a person of the opposite or same sex who lives with the staff member as husband, wife or partner of the staff member on a bona fide genuine domestic basis although not legally married to that person.~~

~~(de) "domestic partner" will have has the same meaning as "de facto spouse";~~

~~(e) "expected date of delivery" means the date specified on the medical certificate provided and signed by a registered medical practitioner for the expected delivery of a child.~~

~~(fe) "family member" means either:~~

- ~~• a member of the staff member's household; or~~
- ~~• a member of the staff member's immediate family which includes spouse, child, parent, grandparent, grandchild, sibling or any other person with whom the University is satisfied that the staff member has a bona fide genuine family relationship.~~

~~(g) "paid leave" refers to leave at the ordinary rate of pay.~~

~~(f) "child" means:~~

- ~~• for the purposes of Parental Leave (Maternity), a child (or children from a multiple birth) born to a staff member;~~
- ~~• for the purposes of Parental Leave (Spouse/Domestic Partner Birth), a child (or children from a multiple birth) born by a staff member's domestic partner;~~
- ~~• the purposes of Parental Leave (Adoption), a child or children of the staff member placed with the staff member through an adoption process, who is not the birth child of the staff member or the staff member's partner, and who has not previously lived continuously with the staff member for a period of six months or longer;~~

~~(hg) "parental leave" includes adoption leave, maternity leave, and spouse/domestic partner birth leave.~~

~~(ih) "pay" for the purposes of leave means the staff member's ordinary rate of pay, provided the maximum rate payable for parental leave purposes will be no more than the ordinary rate payable at HEW level 10 or Level E for professional staff and academic staff respectively as specified in Schedule 1 of this Agreement.~~

~~(j) "spouse" includes spouse, de facto spouse, former spouse and former de facto spouse.  
for the expected delivery of a child~~

34.2 All applications for leave must be accompanied by relevant documentary evidence satisfactory to the University that the staff member is entitled to the leave requested.

34.3 Subject to clauses 37.7, 38.10, 39, 40.10 and 40.10-38.8, clause 39, and paragraph (b)(v) of Schedule 5, leave entitlements and arrangements in this Agreement do not apply to casual professional or Teaching Associate staff, and no casual or sessional service will count as service in determining entitlements to leave or for any other purpose.

34.4 Staff are not permitted to undertake paid work additional to any already approved by the University while at work at the University whilst absent on any form of paid or unpaid leave without the prior written authorisation of the University. Such authorisation will not be unreasonably withheld.

#### **WorkCover and Leave to Count as Service**

34.5 The following periods will count as service for leave entitlements and accruals and for severance, termination and resignation purposes:

- (a) Any period of paid leave, including long service leave taken on half pay;
- (b) No more than 20 days' unpaid leave for incapacity due to illness or injury continuously or in aggregate in any year of service (as distinct from a calendar year);
- (c) No more than 26 weeks' continuous paid or unpaid parental leave;
- (d) No more than 20 days' unpaid Election or Arbitration leave, or any other unpaid leave continuously or in the aggregate in any year of service (as distinct from a calendar year);
- (e) Time worked on WorkCover rehabilitation with the University after the expiry of make-up pay.

### Continuity of Service

34.6 In this Agreement (including clause 18.5):

- (a) breaks between fixed-term appointments of up to two times per year and of up to six weeks each will not constitute breaks in continuous service;
- (b) for fixed-term research-only staff, service will be regarded as continuous, provided that any break in service does not exceed three months and such breaks do not count as service.

## 35. CONTINUITY OF LEAVE

Where a staff member has commenced leave prior to the date of approval of this Agreement, that staff member will continue their leave on the terms that applied at the commencement of their leave.

## ~~35. LEAVE ENTITLEMENTS~~

~~35.1 A staff member is entitled to paid and unpaid leave in accordance with Schedule 5.~~

## 36. APPLICATION OF ANNUAL LEAVE

36.1 A staff member is entitled to 20 paid days of annual leave for each completed year of service.

36.2 A staff member who is a 7-day shift worker, and who is rostered to work at least 10 Sundays in the accrual period, will be entitled to an additional 5 paid days of annual leave.

36.13 Annual leave may be taken as a single continuous period at a time agreed between the staff member and the relevant supervisor, and up to 20 days may be granted in advance of the date on which the entitlement accrues. If agreement cannot be reached on the time of taking of leave, the staff member may appeal the decision in accordance with the following:

- (a) For an academic staff member, the staff member may appeal to the Dean for final resolution. If the Dean is the staff member's supervisor, the staff member may appeal to the ~~Divisional~~Executive Director, ~~Human Resources~~Monash HR; and
- (b) For a professional staff member, the staff member may appeal to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member's supervisor, the staff member may appeal to the ~~Divisional~~Executive Director, ~~Human Resources~~Monash HR. Where the ~~Divisional~~Executive Director, ~~Human Resources~~Monash HR is the staff member's supervisor, the staff member may then appeal to the ~~Vice-President (Administration)~~Chief Operating Officer.

36.42 Where a staff member ceases employment with the University payment in lieu of annual leave credits accrued up to the date of termination of employment will be paid on termination, provided that where termination of employment is due to the staff member's death such payment will be made to the staff member's estate. Payment in lieu will be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

36.53 The process by which annual leave will be managed is as follows:

- (a) A staff member will receive an ~~automated~~ email when his/her leave balance is 20 or more days but less than 25 days and again when the balance is greater than 25 or more days but less than 30 days. These emails will serve the purpose of advising the staff member that he/she is close to reaching the maximum permissible limit of 30 days and that to avoid this the staff member should negotiate a leave plan with his/her supervisor.
- (b) If the staff member's ~~does not respond and/or negotiate a reduction in his/her leave credits that would otherwise cause those annual leave credits to exceed leave balance reaches~~ 30 days, ~~a third-an~~ email will be sent to the staff member. This email will advise the staff member that he/she has reached the maximum permissible limit of 30 days and that any accrual of leave beyond this limit will constitute "excess annual leave" (EAL).
- (c) Should the staff member not submit an application for annual leave within two weeks of receipt of ~~the third-an~~ email ~~after his/her leave balance reaches 30 days~~, his/her supervisor may direct the staff member, in writing, to submit a leave proposal that will eliminate the EAL including any additional leave accrued during any notice period.
- (d) ~~Should the staff member not apply by 31 December in the year in which the EAL has accrued for annual leave, to eliminate the EAL, he/she will by operation of this clause be rostered and deemed to be on leave from the first working day in the following January. If the staff member:~~
- (i) ~~has EAL as at 31 December; and~~
- (ii) ~~has not submitted to the University by the following 7 January an annual leave application, approved by his/her supervisor, that will when the leave is taken result in elimination of the EAL,~~
- ~~he/she will by operation of this clause be rostered and deemed to be on annual leave from his/her first expected working day on or after 7 January.~~

The duration of such leave will be for the number of days that, after taking the leave, will bring the staff member's leave balance down to 20 days and the staff member's annual leave will be reduced accordingly.

- (e) A staff member may make an application in writing to the Executive Director, Monash HR to cash out annual leave. The minimum period of leave to be cashed out is one week. A minimum balance of 4 weeks annual leave must be maintained for an application to cash out leave to be accepted. All payments made when cashing out annual leave are not superannuable and do not count as service. Staff members are advised to seek financial advice before making application to cash out leave. Any acceptance of an application to cash out annual leave must be documented in a written agreement between the staff member and the University.

## **37. APPLICATION OF SICK AND CARER'S LEAVE**

### **Sick leave**

37.1 A staff member who meets the requirements described in this clause will be entitled to the following sick-paid leave if unable to perform his/her duties due to an illness or injury:-

- (a) For continuing appointments, on commencement of appointment credited with 30 days of sick leave and a further 15 days for each year of service after initial service of 24 months;
- (b) For fixed-term appointments of 24 months or more, the same as for continuing appointments;
- (c) For fixed-term appointments of less than 24 months, on commencement of appointment credited with pro rata 30 days of sick leave per 24 months of service. After expiry of the initial fixed-term appointment credited with a further 15 days for each year of service.

### **37.2 Unused Sick leave entitlements are cumulative from year to year.**

37.23 For sick leave, absences in excess of either three consecutive days (including weekends and public holidays) or six aggregate days in any working-year of service, a staff member will be required to provide satisfactory evidence of illness or incapacity. Provided that clause 34.2 will apply where the University demonstrates-has reasonable grounds to dispute the genuineness of the staff member's illness or incapacity.

37.43 A staff member may apply to have accrued ~~personal-sick~~ leave substituted for annual or long service leave on presentation of proof that he/she was ill ~~for two or more consecutive days~~ during the period of leave.

37.54 ~~PersonalSick~~ leave credits with employers recognised by the University for long service leave prior service purposes (see clause 38) will be transferable up to a maximum of 30 days. Where a staff member was previously employed by the University and returns to continuing or fixed-term employment with the University within a period of 12 months or less, any unused ~~personal-sick~~ leave from the staff member's previous employment with the University will be recredited to the staff member.

### Carer's Leave

37.6 A staff member with responsibilities for the care of a family member because of an injury, illness or unexpected emergency will be entitled to access sick leave credits for absences relating to such care for the illness of the family member. The conditions prescribed in clauses 37.1 to 37.5 will apply save that reference to illness or incapacity of the staff member will be read as a reference to illness or incapacity of the family member.

37.7 If a staff member is required to care for a family member because of an injury, illness or unexpected emergency but either has exhausted his/her sick leave credits or is employed as a casual, the staff member is entitled to unpaid leave for a maximum of 2 days for each occurrence.

37.8 For carer's leave and unpaid carer's leave, a staff member will be required to provide satisfactory evidence of illness, injury or unexpected emergency affecting the staff member's immediate family member on each occurrence as well as satisfactory evidence that the staff member was required to care for that immediate family member.

37.9 A staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of proof that during the period of leave an immediate family member was affected by illness, injury and/or unexpected emergency and the staff member was required to care for that immediate family member.

### **38. APPLICATION OF LONG SERVICE LEAVE**

38.1 A staff member that has at least 10 years of recognised continuous service and who meets the requirements described in this clause will be entitled to 13 weeks paid leave after 10 years of continuous service and 1.3 weeks for every additional year thereafter.

38.2 Where service is not continuous and any break in service either with the University or a recognised prior service employer does not exceed 12 months, the staff member's recognised service will be the aggregate of his/her period of service (including any prior recognised service).

38.34 A staff member will be entitled to have service with previous employers as listed in clause 38.2-4 recognised as prior service for long service leave purposes where:

- (a) he/she makes a claim for recognition of that prior service within six months of his/her appointment (including any appointment following a period of exclusively casual or sessional service with the University); and
- (b) there is no break in service with a recognised prior service employer of more than 12 months.

Where the staff member does claim recognition of prior service for long service leave purposes, the University will notify the staff member of the amount of recognised service as soon as possible but no later than 12 months after the date of appointment. Where previous service is recognised the University may require that the staff member complete up to three years' service with the University before long service leave may be taken.

38.42 Subject to clause 38.34, prior service of up to 10 years with the following employers will be recognised for the purposes of long service leave:

- (a) Any public Australian University or TAFE Institutes.
- (b) The Commonwealth or any State/Territory Public Service and instrumentalities including the armed forces and bodies with which the Public Services have reciprocal relations as published from time to time in the regulations of the Public Service.
- (c) Institutions listed in Schedule 2 of the Post-Secondary Education Act which have agreed to reciprocity of recognition of service for long service eligibility purposes. Institutions that carried the following names under the repealed Schedule 2 of the Post-Secondary Education Act 1978 (Vic): Ballarat College of Advanced Education; Bendigo College of Advanced Education; Caulfield Institute of Technology; Footscray Institute of Technology; Gippsland Institute of Advanced Education; Lincoln



Institute of Health Sciences; Prahran College of Advanced Education; Preston Institute of Technology; Royal Melbourne Institute of Technology Limited; State College of Victoria at Burwood; State College of Victoria (at Coburg, Frankston, Hawthorn, Melbourne, Rusden and Toorak); State College of Victoria—Institute of Catholic Education; State College of Victoria—Institute of Early Childhood Development; Swinburne College of Technology Limited; The Victorian College of the Arts; Victorian College of Pharmacy Limited; Warrnambool Institute of Advanced Education.

- (d) Other employers by negotiation between the staff member and the University at the time of the staff member's appointment.
- (e) Service with CSIRO, Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board (professional staff only).

38.53 The following will not count as service for long service leave purposes:

- (a) Any period of service subsequent to the date from which a pension is payable under the provision of the *Superannuation Act* or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health;
- (b) Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which a staff member has an entitlement to payment in lieu by a previous employer, provided that any such period of service will be included for the purpose of satisfying the requirement that a minimum of 10 years be served before long service leave may be taken.

38.64 A staff member is entitled to choose the time for taking long service leave provided that at least three months' written notice is given, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A staff member may apply for leave on full pay; double the period of leave entitlement but at half pay; or leave at double pay provided the long service leave balance is 19.5 weeks or more. Where the staff member takes leave at double pay, his/her accrued long service leave credits will be reduced by twice the amount of leave actually taken.

38.75 The University may on at least three months' written notice direct a staff member to reduce any long service leave balance in excess of 136.5 calendar days (19.5 weeks). A staff member must submit a leave proposal to his or her supervisor within two weeks of receiving such a direction. If the staff member fails to submit a leave proposal, the staff member will, by operation of this clause, be rostered and deemed to be on paid long service leave from 31 December of the year in which the notice was received for such period as is necessary to reduce his/her long service leave balance to 19.5 weeks. These provisions will not apply where a staff member notifies the University in writing that he or she intends to retire within 24 months, such notification being irrevocable by the staff member, unless otherwise agreed by the University.

38.68 Where a staff member's time fraction has varied, the staff member may choose to be paid in accordance with one of the following options:

- (a) at the ordinary rate with leave entitlements adjusted pro rata for any variations in fraction during the accrual period; or
- (b) the ordinary rate of pay adjusted to the average fraction over the accrual period as at the date of commencement of leave.

38.97 Payment in lieu of long service leave calculated on a daily basis equivalent of 1.3 weeks per annum will be paid when the staff member's employment with the University is terminated in the following circumstance:

- (a) At the initiative of the staff member or the University:
  - (i) after 10 years' service, including recognised service with another employer; or
  - (ii) after four years' service on the grounds of age retirement (where the staff member is eligible to receive a retirement benefit from his/her superannuation scheme) or death; or
- (b) At the initiative of the University after four or more years of service on the grounds of ill-health; or
- (c) The staff member is entitled to severance pay under clause 18.7.5 of this Agreement and has five or more years of continuous service calculated from the date of commencement on a fixed-term contract which commenced on or after 22 November 2005.

38.108 In accordance with the *Fair Work Act 2009*, service with Monash University as a casual or Teaching Associate from 29 January 2010 which meets the requirements of the *Long Service Act 1992* (Vic) will count as service with Monash University for long service leave under this Agreement ~~from the Operative Date~~. Service with Monash University as a casual or Teaching Associate prior to 29 January

~~2010 that date during the operation of the predecessor certified agreement~~ will not count as service with Monash University for calculating any long service leave entitlements.

## 39. APPLICATION OF PARENTAL LEAVE

### Entitlement to parental leave for birth mothers

39.1 Staff members being birth mothers having continuous service of at least 24 months are entitled to leave for a continuous period of up to 52 weeks comprising 14 weeks at 100% pay (to conclude no later than 14 weeks following the date of delivery) and 38 weeks at 60% pay.

39.2 Staff members being birth mothers having continuous service of between 12 - 24 months are entitled to leave for a continuous period of up to 52 weeks comprising 14 weeks' leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and leave at 60% pay at the rate of 3.16 weeks for each completed month of service after the first 12 months, plus unpaid leave for any remainder of the continuous 52-week period.

39.3 Staff members being birth mothers having continuous service of less than 12 months are entitled to leave for a continuous period of up to 52 weeks (to conclude no later than 52 weeks following the date of delivery) comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service (to conclude no later than 14 weeks following the date of delivery) plus unpaid leave for the remainder of the continuous 52-week period.

### Entitlement to parental leave for adoption

39.4 A staff member that has been approved for the adoption of a child will be entitled to leave equivalent to the leave entitlement of a birth mother under clauses 39.1 to 39.3, according to the staff member's length of continuous service and with "date of placement" substituted for "date of delivery".

### Entitlement to parental leave for staff with spouses/domestic partners

39.5 A staff member being primarily responsible for the on-going care of a child born to his/her spouse/domestic partner will be entitled to unpaid leave for a continuous period for up to 52 weeks from the date of delivery (less any other period of parental leave already taken by the staff member).

39.6 Where a staff member is absent to assist the birth mother immediately before or after the birth and the birth mother is the staff member's spouse/domestic partner, the staff member will be entitled to leave of five paid days and up to 10 unpaid days with all such leave to be taken within the period commencing one week prior to the expected date of birth and concluding not later than six weeks after the birth.

### Entitlement to parental leave ~~by~~ for long term casuals

39.74 Staff members engaged as long-term casuals are entitled to 12 months' unpaid parental leave.

### Notice of parental leave

39.28 A staff member is required to give at least four weeks' written notice prior to commencing parental leave.

### Commencement of Parental Leave

39.39 Parental leave commences:

- (a) on the date of placement of the adopted child in the case of adoption leave;
- (b) no earlier than six weeks prior to the expected date of delivery in the case of maternity leave, unless medical evidence recommends otherwise; and,
- (c) no earlier than one week prior to the expected date of delivery in the case of spouse/domestic partner birth leave.

On at least seven days' notice, a supervisor may request a pregnant staff member to obtain medical evidence:

- that she is fit for work; and
- if the staff member is fit for work, medical evidence as to whether it is inadvisable for the staff member to continue in her present position because of illness or risks arising out of the pregnancy, or hazards connected with the staff member's position.

If the staff member:

- fails to provide the requested medical evidence within seven days of the supervisor making the request; or
  - the staff member provides medical evidence indicating that she is either unfit for work or it is inadvisable that she continue working,
- the supervisor may direct the staff member to commence maternity leave at any time within six weeks prior to the expected date of delivery.

### Continuous Period of Leave

39.410 Unless otherwise agreed with the University, all adoption leave and maternity leave (including any leave at 60% pay shared between spouses under clause 39.16.40 of this Agreement) must be taken as a continuous period.

### Extending period of unpaid parental leave

- 39.511 (a) A staff member who has completed at least 12 months' continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of the placement of the adopted child/expected date of the placement of the adopted child) and who has already taken 12 months' parental leave, may request an additional period of up to 12 months' unpaid parental leave, to commence immediately following the end of the available parental leave period. The request must be in writing and must be given to the University at least six-four weeks before the end of the available parental leave period. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.
- (b) A staff member who has completed at least 12 months' continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of placement of the adopted child/expected date of placement of the adopted child), and whose spouse/domestic partner has already taken 42-up to 24 months' parental leave immediately prior for the care of their child, will only be entitled to a maximum period of 12 months' unpaid parental leave to be taken within 24 months of the date of delivery/placement.

### Return To Work After Parental Leave

39.612 At the end of a period of parental leave, a staff member is entitled to resume work on the same substantive classification, fraction of employment, and salary and with commensurate duties as applied prior to the commencement of leave, subject to the provision by the staff member of at least four-4 weeks' prior confirmation of return to work after the date of delivery. With at least six-6 weeks' notice prior to return to work, a staff member who has completed at least 12 months' continuous service with the University immediately prior to making the request, who is returning from parental leave and who has responsibility for the care of the child may request a reduced working year arrangement in accordance with clause 30, or a reduced fraction for a specified period of time or any other flexible working arrangement. The request must be in writing and must set out the details of the change sought and the reasons for the change. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.

Where a staff member does return from parental leave on a reduced fraction and commences a subsequent period of paid parental leave, the fraction applied for determining paid parental leave entitlements of the staff member during that subsequent period of paid parental leave will be:

- (a) the staff member's average fraction for the 12-month period immediately preceding commencement of that subsequent period of paid parental leave; or,
- (b) the staff member's average fraction for the period since his/her last return from parental leave,

whichever is the lesser period.

39.713 Clauses 39.115 and 39.126 do not apply to a casual or Teaching Associate unless the staff member is a long term casual (as defined) of the University immediately prior to making the request.

## Return-to-Work Conversion Options

39.814 A staff member with an entitlement to adoption or maternity leave at 60% pay and who intends to return to work before exhausting his/her entitlement to leave at 60% pay may elect to convert the unexpired portion of his or her leave at 60% pay entitlement to a lump sum payment, is entitled to one of the following conversion options upon his/her return to work:

- ~~(a) Return to work on a reduced fraction (subject to the agreement of the University) and at a rate of pay nominated by the staff member up to 100% of pay, provided that the staff member has already taken at least 26 weeks' paid adoption or maternity leave and remains on a reduced fraction; or~~
- ~~(b) Payment of the cash value of the unexpired portion of his/her leave at 60% pay entitlement at the election of the staff member as either a lump sum, a fortnightly allowance, or payment of child care fees for University-provided child care (subject to the staff member assuming liability for any FBT costs), whether or not the staff member returns to work on a reduced fraction.~~

~~Provided that any payments made under a return to work conversion option will only continue until the cash value of the unexpired portion of the staff member's leave at 60% pay entitlement is exhausted or the 52<sup>nd</sup> week following the date of commencement of the staff member's period of adoption or maternity leave expires, whichever is the earlier.~~ The cash value of the unexpired portion of the staff member's leave at 60% pay entitlement excludes superannuation contributions. Any unused portion of the staff member's entitlement to leave at 60% pay remaining at the staff member's date of termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

## Nomination of Return-to-Work Conversion Option

39.915 Eligible staff members intending to take up ~~at~~ the return-to-work conversion option are required to nominate their ~~selected option~~ election at the time of applying for parental leave. Provided that a staff member (and/or his/her spouse pursuant to clause 39.169) may subsequently change his/her election on at least 14 days' written notice prior to his/her return to work from parental leave, and the University may charge the staff member an administration fee to cover any costs incurred as a consequence.

## Transfer of Leave at 60% Pay Entitlement

39.4016 A staff member:

- (a) with an entitlement to adoption or maternity leave at 60% pay;
- (b) who is succeeded by his/her spouse as the child's primary caregiver; and
- (c) whose spouse is employed by the University

may transfer the remainder of his/her leave at 60% pay entitlement to his/her spouse. ~~Provided that if the spouse receives the leave at 60% pay entitlement as a return to work conversion option and he/she has not reduced his/her fraction of employment after assuming primary caregiver responsibility, the cash value of the entitlement will be based on that spouse's pay which is the lesser.~~

## Return to Work Obligation

39.4417 A staff member (and/or his/her spouse pursuant to clause 39.169) will enter into a ~~d~~Deed with the University as a condition of payment for any leave at 60% pay entitlement and/or return-to-work conversion option. The ~~d~~Deed will specify that the staff member is obliged to return to work for a period equivalent to:

- (a) the period of leave taken at 60% pay (irrespective of the staff member's return to work fraction); and/or
- (b) the period it takes for the staff member to earn salary (inclusive of additional hours, overtime, shift work, and/or higher duties allowances but exclusive of any benefit paid as salary under the return-to-work conversion option) equivalent in aggregate to the cash value of the return-to-work conversion option benefit received.

Discharge of the staff member's return-to-work obligation commences immediately upon his/her return to work, including a return to work under a return-to-work conversion option, but excludes any period of leave following the staff member's return to work.

In the event that the staff member resigns or is dismissed and he/she has failed to fully discharge his/her return to work obligation, the staff member will be required to pay the University restitution for the shortfall. In instances where the staff member fails to return to work for a period equivalent to the period of leave taken at 60% pay, employer superannuation contributions made during the period of such leave will be included in the calculation of restitution owing. Any balance outstanding will be deducted from any entitlements otherwise due to the staff member upon termination of employment. The Deed will make it clear that a staff member may elect to extend his/her period of parental leave in accordance with clause 39.115. A decision by a staff member to extend his/her period of parental leave does not absolve the staff member of his/her obligations under the Deed. However, the fulfilment of those obligations may be delayed until the staff member returns to work.

39.4218 A staff member's parental leave will be cancelled where the staff member:

- (a) returns to work following parental leave;
- (b) ceases as the adopted child's primary caregiver following the date of placement;
- (c) ceases to accept responsibility for the ongoing care of the child in the case of spouse/domestic partner birth leave;
- (d) has applied for maternity leave and her pregnancy ends other than by the birth of a living child, whether or not maternity leave has commenced; and/or
- (e) ceases as the child's primary caregiver during maternity leave and at least 14 weeks have expired from the date of delivery or her entitlement to maternity leave at 100% pay has been exhausted, whichever is the earlier.

A staff member will have no parental leave entitlements beyond the date of termination of his/her employment with the University.

#### Termination or Still Birth

39.4319 Where a staff member's pregnancy has proceeded for at least 20 weeks and her pregnancy either terminates or results in a still birth, she will be entitled to leave up to a maximum aggregate continuous period of 26 weeks comprising:

- (a) paid leave equivalent to the staff member's maternity leave at 100% pay entitlement that would otherwise have applied, or the remaining balance thereof; and
- (b) unpaid leave.

Provided that the maximum aggregate continuous period may be extended to 52 weeks where certified by a medical practitioner.

Such staff member will resume duty at a time agreed upon in consultation with her supervisor.

39.4420 A staff member on unpaid maternity leave who has an accrued ~~sick personal~~ leave entitlement and is ill as a result of her pregnancy or childbirth is entitled to be placed on ~~sick personal~~ leave for the period of illness subsequent to the expiration of her paid maternity leave, provided she submits a medical certificate or statutory declaration in support.

#### Parental Leave During Holidays

39.45-21 Where Labour Day, Queen's Birthday or Melbourne Cup Day, fall during a period of parental leave counting as service, the staff member will accrue an entitlement to one and two-thirds days' holidays in lieu for each day. Where the staff member returns to work in the same year that the entitlement is accrued, it will be taken at the next Christmas/New Year closedown. If not, the accrued holiday entitlement is required to be taken prior to the next closedown period.

39.4622 All other holiday entitlements will be foregone by staff on parental leave.

#### 40 APPLICATION OF OTHER LEAVE

40.1 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

### **Accompanying Spouse Overseas Leave**

40.2 A staff member will be entitled to unpaid leave for the period of travel to accompany a spouse overseas provided that:

- (a) the spouse is also employed by the University; and
- (b) the spouse is travelling overseas whilst on long service leave or as part of an Outside Studies Program or staff training or at the direction of the University; and
- (c) the staff member has been granted such leave on less than two occasions previously; and
- (d) such leave will be subject to the University's approval with regard to operational requirements.

### **Arbitration Leave**

40.3 A staff member conducting a case in the Fair Work Australia Commission that directly relates to the staff member's employment with the University will be entitled to paid leave throughout the hearing of the case. Unpaid leave of up to three months for the preparation of a case in the Fair Work Australia Commission is available to a staff member conducting and/or preparing a case in the Fair Work Australia Commission.

40.4 Arbitration leave, whether paid or unpaid, is only available for up to two staff members in a calendar year for each Fair Work Australia Commission case.

### **Blood Donor Leave**

40.5 A staff member who elects to donate blood will be granted paid leave for the period required for each attendance.

### **Ceremonial Leave**

40.6 Staff members who identify as, and are accepted as members of the Aboriginal or Torres Strait Islander community will be entitled to up to a maximum of 5 days of paid leave per calendar year plus an additional period of up to a maximum of 10 days' leave without pay per calendar year for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Day Observance Committee week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.

40.7 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.

40.8 Other than in exceptional circumstances supported by evidence submitted by the staff member and satisfactory to the University, approval of ceremonial leave is subject to application at least 14 days prior to the intended commencement of leave.

### **Compassionate Leave**

40.9 A staff member (other than a casual staff member) whose family member dies or suffers a serious illness or injury that poses a threat to the life of the family member will be entitled to paid leave of up to three working days on each occasion.

40.10 A casual staff member whose family member dies or suffers a serious illness or injury that poses a threat to the life of the family member will be entitled to unpaid leave of up to two days on each occasion.

40.11 Additional paid leave may be granted due to special circumstances such as extensive travel.

### **Court Appearances Leave**

40.12 A staff member who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his/her employment (which is deemed to include a staff member who is summoned as a witness in proceedings of the Fair Work Australia Commission) will be entitled to paid leave for the period of such appearance.

40.13 A staff member who is required to appear in court in a capacity other than as specified in clause 40.12 will be entitled to leave without pay for the period of such appearance.

### **Defence Reserve Forces Leave**

40.14 A staff member who is a member of the Defence Reserve Forces will be entitled to:

- (a) paid leave for the purpose of attending an annual training camp conducted by or on behalf of the Defence Reserve Forces of 14 calendar days' duration or, where the commanding officer of the relevant service unit certifies that such training exceeds fourteen days, of up to 18 calendar days' duration;
- (b) paid leave for a period not exceeding 14 calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid will be the amount the staff member would have received had the staff member remained on duty less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.

#### **Election Leave**

40.15 A staff member standing as a candidate for election to Federal or State government will be entitled to unpaid leave not exceeding the election period.

#### **Firefighting and Emergency Assistance Leave**

40.16 A staff member who is a member of any voluntary organisation who has responded to a request by the government or other competent authority to assist in firefighting or other forms of emergency assistance will be entitled to paid leave for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the government or other competent authority concerned.

40.17 A staff member granted leave under clause 40.15 will be entitled to a further one day's paid leave on the completion of the service for the purpose of recovering from such participation.

#### **Isolation Leave**

40.18 A staff member who contracts an infectious disease classified as notifiable to the Victorian Department of Health or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, will be granted paid isolation leave for the period that the staff member is required to be absent and will not have such leave deducted from sick leave credits.

#### **Jury Service Leave**

40.19 A continuing or fixed-term staff member who is required to attend a court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any jury service entitlement for casual staff will be in accordance with the *Juries Act 2000 (Vic)*.

40.20 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a staff member's annual or long service leave credits for any jury service attendance.

#### **Professional Staff Study Leave**

40.21 A professional staff member holding a fractional appointment of 0.5 or more is entitled to four paid hours per week study leave for attendance at an approved course of study (including examinations) that is relevant to the University and the staff member.

#### **Religious Purposes Leave**

40.22 A staff member will be entitled to leave without pay of up to three working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence, such as a statutory declaration, is submitted to the staff member's supervisor in support of a claim for such leave.

#### **Relocation Leave**

40.23 A staff member is entitled to 2 paid days' leave if required to remove household goods to a relocated residence due to the direction by the University to perform all or the major part of his/her duties at a place other than the staff member's previous place of work.

#### **Repatriation Leave**

40.24 A staff member will be entitled to be granted repatriation leave for illness due to disabilities certified by the Department of Veterans Affairs as having directly resulted from war service. Such paid leave will be granted for up to 15 days during each year of service and will not be

deducted from sick leave credits. Such leave will accumulate if not taken provided that the total of the accumulated leave will not, at any time, exceed 100 days.

### **Special Leave for Additional Purposes**

40.25 A staff member may be entitled to paid or unpaid leave for circumstances unspecified in this part at the total discretion of the University. Special paid leave for a staff member affected by family violence may be granted where the staff member has exhausted his/her family violence leave and accrued sick leave entitlement.

### **Sporting Leave**

40.26 A staff member participating as a competitor or officiating as an accredited official in a sport event will be entitled to:

- (a) up to four weeks' paid leave for Olympic, Commonwealth or Pacific Conference games; and
- (b) up to four weeks' unpaid leave for all other events in any calendar year.

40.27 Approval of sporting leave is subject to application at least 14 days prior to the intended commencement of leave.

### **Workplace Relations Training Leave**

40.28 A staff member is entitled to a maximum of 10 days' paid leave in any two consecutive years to attend a course or courses which contribute to a better understanding of workplace relations.

40.29 Where a staff member's application for Workplace Relations Training Leave is not approved, the staff member may appeal to his/her Dean or Divisional Director as appropriate.

~~40.1 The approval of ceremonial or sporting leave is subject to application at least 14 days prior to the intended commencement of leave.~~

~~40.2 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a staff member's annual or long service leave credits for any jury service attendance.~~

~~40.3 During a period of unpaid leave including for proceedings in Fair Work Australia, participation in sporting events, standing for elections, or accompanying a spouse overseas, the staff member has no access to University holidays.~~

## **41. UNIVERSITY HOLIDAYS**

41.1 Staff members will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day and Boxing Day, or such other days, as the Vice-Chancellor may declare. Labour Day, Queen's Birthday, and Melbourne Cup Day are normal working days for all staff but applications for annual leave on any of those days by any staff member will ordinarily be approved.

41.2 Where a public holiday recognised by the University occurs on a rostered day off the University may grant an additional day's pay or leave to be taken at a mutually agreed time.

41.3 No deduction will be made from annual, ~~personal~~sick or long service leave credits for holidays observed by the University which occur during a period of leave.

41.4 Staff engagedworking overseas will be provided holidays in accordance with the relevant foreign country's official public holidays without loss of pay. Staff engagedworking overseas will not be entitled to holidays under clause 41.1. If the number of public holidays in the relevant foreign country is less than the number of holidays in clause 41.1, the shortfall shall be added to the staff member's annual leave accrual.

41.5 During a period of unpaid leave including for proceedings in the Fair Work AustraliaCommission, participation in sporting events, standing for elections, or accompanying a spouse overseas, the staff member has no access to University holidays.

## **42. CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS**

42.1 The period of each Christmas/New Year closedown will comprise Christmas Day, Boxing Day, New Year's Day and a further five days to



be declared by the Vice-Chancellor. The five days declared by the Vice-Chancellor will be the days falling between Christmas Day and New Year's Day (excluding any Saturday or Sunday or public holiday). In the event that there is a shortfall of such days available between Christmas Day and New Year's Day, the day(s) (excluding any Saturday or Sunday or public holiday) immediately before Christmas Day and/or immediately following New Year's Day will be declared for the remainder.

- 42.2 Unless required to work by the University, staff will be absent from duty for the duration of the Christmas/New Year closedown period. Work performed by a professional staff member on any of the five days declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day will be paid the applicable holiday penalty rate as provided at clause 7456.9.
- 42.3 Staff who work Labour Day, Queen's Birthday, and/or Melbourne Cup Day (other than casual professional and Teaching Associate staff) will accrue paid time off at the rate of one and two-thirds days for each day worked. Such paid time off will be used to cover the absence from duty of a staff member during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day. Provided that a staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu at the rate of one and one-third days' pay for each one and two-thirds days of accrued time off.
- 42.4 Where a staff member has accrued insufficient paid time off for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day to cover his/her absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the staff member will be debited annual leave to cover the shortfall unless otherwise agreed between the staff member and the University. In the event that the staff member has insufficient annual leave to cover the shortfall and annual leave in advance is not granted under clause 366.34, the staff member will be granted leave without pay to cover the remainder of the shortfall.
- 42.5 Where the paid time off accrued by the staff member for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day more than covers his/her absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the balance of the staff member's accrued time off remaining after the end of the closedown period will be taken before the commencement of the next closedown period at a time agreed between the staff member and his/her supervisor. Any balance of accrued time off remaining to the staff member either at the commencement of the next closedown period or at the termination of his/her employment, whichever is the earlier, will be foregone and the University will have no liability to make any payment in lieu.
- ~~42.6 Each year, existing professional staff employed subject to the conditions of the former PACCT award at the Gippsland campus as at 7 February 1996, will be granted an additional half day of special non-cumulative leave prior to each closedown period. Applications for annual leave on Labour Day by Gippsland campus professional staff will also ordinarily be approved but such staff will not be granted the additional half day of special leave.~~

## PART F - STAFF WELFARE MANAGEMENT

### 43. LEAVE OR MAKE-UP PAY TO INCAPACITATED STAFF MEMBERS

- 43.1 A staff member who suffers injury causing partial or total incapacity for work and who receives compensation pursuant to the *Workers Compensation Act 1958* and/or the *Accident Compensation Act 1985*, will be granted make up pay or leave for a maximum continuous or aggregate period of 52 weeks in respect of any one injury as follows:

Total injury - Leave at a rate of pay equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the amount of weekly compensation received by the staff member

Partial injury - Make-up pay by the University equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the sum of the amount of weekly compensation received by the staff member and the weekly amount the staff member is earning in the employment (whether with the University or another employer) in which the staff member is employed by reason of such partial incapacity.

Provided that the "rate of pay payable" herein will exclude any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred.

- 43.2 A staff member who suffers partial injury and can obtain suitable employment only with an employer other than the University will continue to be paid make-up pay by the University on condition that the staff member furnishes evidence to the University's satisfaction of the rate of weekly compensation and the rate of actual earnings he/she is receiving from the other employer. Provided that there will be no entitlement to continued payment of make-up pay where the staff member was employed on a fixed-term contract by the University and the term of the contract expires.

- 43.3 Where a staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of incapacitation leave provided for in this clause.
- 43.4 Where a staff member receiving or who has received make-up pay has made a civil claim for damages in connection with the injury to which such make-up pay relates he/she will advise the University in writing and will, if required by the University, authorise it to obtain such information as is reasonably required regarding the progress of such claim from the staff member's solicitors.
- 43.5 Where a staff member who has received make-up pay recovers damages against the University or another pursuant either to a judgment or settlement, which includes damages for loss of income in respect of the injury for which the staff member has received make-up pay, he/she will repay to the University such make-up pay as he/she has received from the University. Where the damages are recovered under a judgment and have been reduced for the contributory negligence of the staff member, the staff member will repay such amount of make-up pay as he/she has received from the University as is pro rata to the damages recovered having regard to such contributory negligence.
- 43.6 A staff member who is granted personal-sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the *Workers Compensation Act 1958* and/or the *Accident Compensation Act 1985* will have restored to his/her credit sick personal leave equal to the value of the sick personal leave taken in respect of his/her incapacity.
- 43.7 A staff member who applies for leave under this clause may upon application be granted sick personal leave up to a maximum of the staff member's sick personal leave credits to cover such absence, provided however that no staff member shall be concurrently entitled to sick personal leave and leave pursuant to this clause.
- 43.8 Sick Personal leave granted will be at a weekly rate not exceeding the sum of the following:
- (a) The weekly value of the workers' compensation payment to which the staff member may become entitled;
  - (b) The weekly payment for which the staff member will be eligible if granted leave pursuant to this clause.

If sick personal leave is granted for a period and the staff member is subsequently granted leave pursuant to this clause for the same period or part thereof on account of the same injury, sick personal leave will be restored to the staff member's credit equal to the period of overlap.

#### 44. OCCUPATIONAL WELFARE

- 44.1 This clause deals with circumstances of seriously inappropriate behaviour, which might otherwise be the subject of disciplinary action or ill-health retirement under clauses 50, 53 or 54, but where neither of these may be appropriate because the problem appears to be only temporary, or inappropriate behaviour appears to have some acute psychological or medical cause.
- 44.2 Where, in the opinion of the University and/or the staff member, any of the following (or similar factors) is adversely affecting the staff member's work performance
- stress, including personal or relationship problems;
  - health concerns;
  - alcohol and/or drug dependency and/or compulsive gambling
- the staff member may, or the University may request that the staff member, make application for leave with pay or without pay to undertake an approved rehabilitation or counselling or treatment programme.
- 44.3 In determining whether leave is to be granted, the University may take into account the amount of accrued leave available to the staff member.
- 44.4 Where leave has been granted, failure to undertake such an approved rehabilitation or counselling programme may result in the University seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.
- 44.5 Where the staff member refuses a request to take leave, the University may direct the staff member to attend an interview during normal working time with a properly qualified member of the University Counselling Service who may, on the basis of a report from the University and that interview (or such further interview as the Counsellor may consider necessary) refer the staff member for assessment for such rehabilitation, treatment or counselling as the Counsellor considers may be appropriate. Pending such interviews and/or assessments, the University may direct the staff member not to perform his/her normal duties. Should the staff member refuse to attend such interviews or assessments, the University may direct that the staff member take sick personal leave until either 14 days have elapsed or until the staff member undertakes the interviews or recommended assessment. If at the end of the 14 days, the staff member still

refuses the required interview or any recommended assessment, the University may have recourse to relevant provisions of this Agreement, as an alternative remedy to the situation.

44.6 Nothing in this clause will be taken as affecting the operation of any workers compensation scheme.

#### **45. OCCUPATIONAL HEALTH AND SAFETY**

45.1 The parties recognise that minimising risks to the health and safety of staff is a legal responsibility of the University and of staff and that the legal framework for best achieving this is a consultative one. Accordingly, the University shall invite the NTEU to nominate someone to attend each meeting of the University OHS Committee. The University shall report to that committee its activity in relation to workplace bullying in particular, including claims of its occurrence and the Faculty or Division in which they arose.

45.2 All Health and Safety Representatives (HSRs) will be kept informed of the availability of relevant training and encouraged to participate in this training. Advice will be provided to the Manager, OHS of participation in training by HSRs, and the Manager, OHS will maintain a record of the training undertaken by HSRs.

#### **45A. FAMILY VIOLENCE**

45A.1 The University recognises that both female and male staff members sometimes experience situations of violence or abuse in their personal life constituting family violence that may affect their attendance or performance at work.

The University accepts the definition of family violence as provided by the *Family Violence Protection Act 2008* (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.

45A.2 The University may offer staff members experiencing family violence a broad range of support. This includes where appropriate:

- (a) access to accrued sick leave for absences due to family violence experienced by the staff member;
- (b) approval of up to five paid days of family violence leave per year for absences due to family violence experienced by the staff member where his/her accrued sick leave balance is 10 days or less;
- (c) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
- (d) changing work location, telephone number or email address.

Where a staff member requests such support, the staff member may elect to submit that request to either his/her supervisor or the University's designated family violence contact officer. Approval of such request will be subject to endorsement by the Executive Director, Monash HR (or his/her nominated delegate).

45A.3 For the purposes of endorsing the approval of a request for support from a staff member experiencing family violence, the Executive Director, Monash HR (or his/her nominated delegate) may require the provision of relevant documentary evidence satisfactory to the University of family violence. This may include a document issued by police, a court, a medical practitioner, a district or maternal and child health care nurse, a family violence support service, or a lawyer or a statutory declaration of the staff member.

#### **46. ENVIRONMENTAL SUSTAINABILITY**

46.1 The parties are committed to improving the sustainability performance of the University through promoting a culture of sustainability, ensuring that the operations are managed in a manner that minimises the University's environmental and social impacts and through enabling the integration of sustainability principles and practices into teaching and learning, research and community engagement of the University.

46.2 The University will meet its commitment to sustainability through adopting the following principles:

- (a) Ensuring sustainability is reflected in the University's strategic documents;
- (b) Developing an annual sustainability reporting framework;
- (c) Developing education for sustainability through utilising the University's research, curriculum and administrative practice to enhance organisational sustainability;
- (d) Incorporating the principles of Ecologically Sustainable Design (ESD) into all capital and infrastructure projects;

- (e) Providing training and support for staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
- (f) Undertaking research which will develop and strengthen partnerships that address sustainable development;
- (g) Building capacity in the community by producing graduates who are literate about sustainability through their experience at the University; and
- (h) Partnering with the community to respond to the needs for a sustainable future and provide leadership.

46.3 Staff and the NTEU will be kept regularly informed about the University's carbon emissions, water and energy consumption levels and this information will be reported publicly.

## PART G - CESSATION OF EMPLOYMENT

Part G governs the redundancy process for academic and professional staff. Where the University gives or intends to give notice that a position is or positions are redundant, it will only do so in accordance with the provisions of clause 47 (academic staff) and clause 48 (professional staff).

### 47. REDUNDANCY - ACADEMIC STAFF

47.1 This clause applies to eligible academic staff who were employed by the University in fixed-term or continuing employment immediately prior to the date this Agreement commenced to operate and who have continued to be employed by the University. Redundancy provisions applying to academic staff who commenced employment with the University on or after the date this Agreement commenced to operate are set out at Schedule 5A.

47.1A The University may decide to terminate the employment of one or more academic staff members in continuing employment for reasons of an economic, technological, structural or similar nature including:

- a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campus;
- a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campus;
- financial exigency within an organisational unit or cost centre;
- changes in technology or work methods; and/or
- relocation from the staff member's primary campus imposing major inconvenience to a staff member, eg. through additional travel.

47.2 The University will notify the staff member(s) concerned and, where the staff member chooses the staff member's Representative, and the NTEU (in circumstances where there is more than one affected staff member), in writing that their employment will terminate and will outline the reasons for the termination.

47.3 The period of notice of termination (inclusive of any contractual notice period) shall be 22 weeks:

**Table H**

<b>Age</b>	<b>Notice Period</b>
45 years and over	22 weeks
40-44 years	20 weeks
39 years or under	18 weeks

47.4 As soon as practicable after making the decision to terminate the University will give staff and, if the staff request, their Representative(s), an opportunity to consult with the University on measures to avert the termination or avert or minimise the effects of the termination.

47.5 Notwithstanding any other provisions of this Agreement, the University's obligation to consult in relation to termination of employment as a result of redundancy is covered exclusively by operation of this clause. The consultation obligations do not restrict the University's right to make decisions in accordance with this clause.

## Early Separation and Option Period

- 47.6 Upon written notice of termination being given to the staff member a four-week "Option Period" will commence during which the staff member must indicate to the University that he/she wishes to:
- Elect voluntary early separation, in which case ~~but subject to clause 47.8~~ the ~~termination redundancy~~ benefits will be paid in accordance with Table ~~H~~ as well as payment in lieu of any unexpired portion of four weeks from the staff member's date of receipt of the notice of termination until the date that he/she elects voluntary early separation; or,
  - Apply to the Vice-Chancellor for a review of the termination decision and/or to seek redeployment, under clauses ~~47.98~~ and ~~47.187~~ below.

**Table ~~H~~ – Voluntary Early Separation**

Application	Maximum Entitlement
Payment in lieu of salary for the unexpired portion of the Option Period	4 weeks
<del>Termination payment</del> <del>Payment equal to salary</del> in lieu of the notice period under <del>Table H</del> <del>clause 47.3</del>	22 weeks
<del>Severance</del> <del>Termination</del> payment at 3 weeks' pay for each year of completed service up to and including 15 years and 2 weeks' pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

- 47.7 Payments referred to in Table I, other than the long service leave payment, will be calculated on the staff member's average fraction over his/her last five years of service or his/her fraction at the date of cessation of employment, whichever is the greater.
- ~~47.8 A staff member who is offered sSuitable aAlternative eEmployment shall not be eligible for termination benefits under this clause, whether such offer is accepted or not.~~

## Review

- ~~47.89~~ Concurrent with the notice period, a staff member who has received notification of termination may apply in writing to the Vice-Chancellor during the "Option Period" for a review of the decision to terminate his/her employment, on the grounds that fair process was not observed by the University in selecting the staff member for redundancy.

## Review Committee

- ~~47.910~~ An application for a review will be referred to a Review Committee convened in accordance with clause 11, within 10 days.
- ~~47.110~~ The staff member and the Vice-Chancellor may choose to be assisted or represented by an agent of his/her choosing who is a staff member of the University (but not if such a person is a currently practising solicitor or barrister).
- ~~47.124~~ The Review Committee will consider:
- whether a genuine decision was taken by the University that an academic position or positions should not be filled by anyone or that there was a staff member or members in a category surplus to the requirements of the University; and
  - whether fair and objective criteria were used to select staff to be identified as excess staff members; and
  - whether genuine and adequate consultation was entered into under clause 47.4 above.
- ~~47.1213~~ ~~Notwithstanding clause 11.2(g), iff~~ the Review Committee does not complete its deliberations within three weeks after the referral, it must make application to the Vice-Chancellor for an extension of time, provided that any extension of time can-not extend beyond the relevant notice period under 47.3 and no extension of the notice period under 47.3 will occur.
- ~~47.1314~~ The Review Committee will, after making a determination, submit a report and recommendations to the Vice-Chancellor within one week.
- ~~47.1415~~ Should the Review Committee determine that the University did not observe fair process, the Vice-Chancellor will take into account the findings of the Review Committee and determine an appropriate course of action including measures to avert or minimise the termination(s) and measures to mitigate the adverse effects of the terminations. Such measures may include redeployment, voluntary early retirement, secondments or offers of voluntary separation packages.
- ~~47.1516~~ The Vice-Chancellor's decision will be final and accepted by all parties, provided nothing in this clause ~~47.165~~ will be construed as excluding the jurisdiction of any court or tribunal which, but for this clause ~~47.165~~, would be competent to deal with the matter.

47.176 Where the Vice-Chancellor upholds the decision to terminate the staff member's employment, the provisions of clauses 47.224-47.254 below will apply.

### Redeployment

47.1718 A staff member may elect, within the four-week "Option Period" to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the "Option Period") and will operate concurrently within the relevant notice period, referred to in clause 47.3 above.

47.1819 The redeployment procedures in clause 49 will then apply.

47.1920 Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at his/her existing residence, payment may be authorised at the Vice-Chancellor's discretion as follows:

- (a) Reasonable costs incurred in the conveyance of the staff member and dependants including removal of furniture and personal effects.
- (b) Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.
- (c) Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.
- (d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

### Termination

47.2021 Should the staff member fail to elect any options as outlined above, the provisions of clause 47.243 below will apply.

47.2122 Should the staff member elect redeployment but is not able to be redeployed to a Suitable Vacant Position, or fail in his/her Review application, then at the completion of the redeployment or Review processes, the staff member and/or Head of Department may make written application to his/her Dean for the staff member to work out all or part of the remaining period of notice.

47.2223 If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the following ~~severance-termination~~ payment:

Table JI

Application	Maximum Entitlement
<del>Severance-Termination</del> payment at 3 weeks' pay for each year of completed service up to and including 15 years and 2 weeks' pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

47.2324 If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment and/or review (where applicable), terminate the staff member's employment, in which case, the staff member will receive a lump sum ~~termination~~ payment equivalent to the entitlement under Table ~~H~~ and the payments will be calculated in the same way as Table ~~H~~, except that any ~~component of the termination~~ payment ~~equal to payment of salary~~ in lieu of notice shall only be made for the unexpired portion of the notice.

~~47.25 Notwithstanding clause 47.23 or 47.24, a staff member who is offered sSuitable aAlternative eEmployment shall not be eligible for termination pay under Table ~~H~~ or Table ~~J~~, whether such offer is accepted or not.~~

~~47.26 In the event that the University determines that a fixed-term staff member's position is redundant during the fixed-term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay. The other provisions of this clause 47 will not apply to such staff member.~~

### 48. REDUNDANCY – PROFESSIONAL STAFF

~~48.1 This clause applies to eligible professional staff who were employed by the University in fixed-term or continuing employment immediately prior to the date this Agreement commenced to operate and who have continued to be employed by the University.~~

Redundancy provisions applying to professional staff who commenced employment with the University on or after the date this Agreement commenced to operate are set out at Schedule 5B.

- 48.1A Where it appears to the Vice-Chancellor or nominee that a continuing professional staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, and/or introduction of new technology, the Vice-Chancellor or nominee shall advise the staff member or, where the affected staff member chooses, a Representative, at the earliest practicable time and provide the staff member with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where ~~a Suitable Vacant Position~~Alternative Employment exists, the staff member shall be offered redeployment to this position in which case (subject to application of clause 48.4 by the University) this clause no longer applies.
- 48.2 Where a staff member is advised that he/she is excess to requirements, during the first four weeks following that advice, the staff member may elect to take a Voluntary Early Separation. A staff member who elects to take Voluntary Early Separation shall be entitled to a termination payment equal to salary for the balance of the four-week period and pay in lieu of salary for the relevant ~~notice period~~severance provided in clause 48.4(a).
- 48.3 Where an excess staff member has not been redeployed or not accepted a Voluntary Early Separation, the Vice-Chancellor or nominee shall invite the staff member to be retrenched voluntarily, in which case the staff member shall have four weeks in which to accept the offer with immediate effect. Where a staff member accepts an offer of voluntary retrenchment that staff member shall receive termination pay:
- (a) payment in lieu of equal to salary for the unexpired portion of the four-week period; and
  - (b) ~~a sum~~ equal to two weeks' salary for each completed year of continuous service, provided that the maximum ~~sum~~ payable shall be 48 weeks' salary and the minimum sum payable shall be four weeks' salary.
- 48.4 If at the expiry of two months from the date of advice issued to the professional staff member pursuant to clause 48.2 redeployment to ~~a Suitable Vacant Position~~Alternative Employment has not occurred and the staff member has not taken a Voluntary Early Separation or has not accepted a voluntary retrenchment, then the Vice-Chancellor or nominee may exercise one of the following options:
- (a) Terminate the employment of the professional staff member, in which case ~~a professional the~~ staff member, shall receive the following termination payments in lieu of salary, less any period which has elapsed since the notice provided under clause 48.2:
    - (i) Where the staff member is 45 years of age or more or has at least 20 years' continuous service 12 months' pay
    - (ii) Where the staff member is 44 years of age 11 months' pay
    - (iii) Where the staff member is 43 years of age 10 months' pay
    - (iv) Where the staff member is 42 years of age 9 months' pay
    - (v) Where the staff member is 41 years of age 8 months' pay
    - (vi) Where the staff member is 40 years of age 7 months' pay
    - (vii) All other staff members 6 months' pay
  - (b) Transfer the staff member to ~~a Suitable Vacant Position~~Alternative Employment of equivalent grade and salary for which the staff member is suitable having regard to his/her qualifications and experience, in which case this clause no longer applies. Where such a transfer is rejected, the Vice-Chancellor or nominee may terminate the staff member on two weeks' notice and without payment of any retrenchment termination benefit;
  - (c) Transfer the staff member to ~~a Suitable Vacant Position~~Alternative Employment of lower grading and maintain that professional staff member's former salary level and incremental progression, in which case this clause no longer applies.
  - (d) Transfer the staff member to a position of lower grading without ongoing salary maintenance, in which case the professional staff member may:
    - (i) elect to remain in the new position and receive salary maintenance for a period calculated in like manner to the period in clause 48.3(b) based on length of service as at the date of transfer; or
    - (ii) within four weeks of the date of transfer elect to terminate his/her employment with immediate effect in which case the staff member shall receive a payment calculated in accordance with clause 48.3(b).
- 48.5 When employment is terminated pursuant to clause 48.3 or 48.4, the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one year or more.

48.6 A staff member who has been informed that he/she is excess to requirements shall be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses shall be granted in respect of each interview.

48.7 This clause will not apply to casual professional and Teaching Associate staff members.

48.8 In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay.

#### 49. REDEPLOYMENT PROCESS – ACADEMIC AND PROFESSIONAL STAFF

49.1 Redeployment is a desirable outcome of the redundancy process and shall be attempted in preference to concluding the retrenchment process. The process by which redeployment and potential redeployment will be undertaken will be as set out below:

- (a) The staff member will be interviewed to ascertain career interests and aspirations, experience, knowledge, level of skills and training needs, and assisted by a trained adviser in developing a personal career plan and job search skills including a résumé, letter of application and interview skills.
- (b) Staff members will be kept informed of any suitable vacant positions at or one level below the staff member's substantive level to be advertised by the University.
- (c) A staff member applying for a vacant position (at or one level below his/her current substantive level) about to be advertised, will be interviewed prior to the advertisement being placed, except where the University determines that the staff member is clearly unqualified for the position and would not become qualified within a reasonable period of time with or without training.
- (d) If the interview confirms that the staff member satisfies the selection criteria or would satisfy the selection criteria with reasonable training, a transfer will be effected at the earliest possible mutually convenient date for all parties.
- (e) Where the staff member's substantive salary level is above the maximum salary of the classification of the position to which he/she is redeployed, his/her substantive salary will be maintained until such time as the maximum rate for the classification level for the position increases beyond the maintained rate. At that time, the staff member will translate to the nearest salary point in the classification level above his/her maintained rate.
- (f) If the interview is unsuccessful and the Executive Divisional Director, Monash HR Human Resources or nominee is satisfied of the validity of the decision, the staff member will normally be given feedback by the interview convener on why he/she was unsuccessful.
- (g) If the Divisional Executive Director, Monash HR Human Resources or nominee is not satisfied that the decision was valid and considers that the staff member satisfies the selection criteria:
  - (i) the supervisor of the work unit where the vacancy exists will be required to employ the staff member for a three-month trial period which will focus on the skill match of the staff member against the position occupied during the trial period; and,
  - (ii) the staff member may be required to take up the vacancy for an initial three-month trial period upon being formally offered the position, and during this time the redundancy notice period will continue (where applicable).
- (h) A staff member on trial placement may be considered for any other vacancies which may arise during the period originally determined for the redeployment process.
- (i) A rejection by a staff member of an offer of redeployment to a suitable vacant position on the grounds of geographic location will not be regarded as an unreasonable rejection.
- (j) During the application of these redeployment processes, and any trial redeployment, a staff member will retain his/her current substantive salary, classification and incremental range and will retain his/her existing substantive mode of employment.
- (k) A staff member may choose to have a Representative at any stage of the redeployment process.



(l) A staff member who rejects an offer of redeployment made under this clause (other than where paragraph (i) applies) will only be entitled to the minimum payment in lieu of notice provided for under the *Fair Work Act 2009* and no notice or termination entitlements will be payable under this Agreement.

## 50. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL-HEALTH – ACADEMIC STAFF

- ~~50.1 The Vice-Chancellor may require any staff member whose capacity to perform the duties of his/her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University. A copy of the medical report shall be made available to the Vice-Chancellor.~~
- ~~50.2 The Vice-Chancellor will provide a staff member with written notice of not less than two months that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination will lapse and subject to clause 50.3 below, no further action will be taken by the Vice-Chancellor.~~
- ~~50.3 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 50.2.~~
- ~~50.4 If the medical examination reveals that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to clause 50.5, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or where no notice is specified, a period of six months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and will accept a resignation if offered by the staff member.~~
- ~~50.5 If within 14 days of the report being made available, the staff member or his/her Representative so requests, the Vice-Chancellor will not terminate the employment of the staff member in accordance with clause 50.4 unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom will be appointed by the University, one by the staff member or by a person acting on his/her behalf, and one by the President of the State Branch of the Australian Medical Association. The Panel will not include the practitioner who made the initial report.~~
- ~~50.6 In making an assessment as to whether or not a staff member is unable to perform his/her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed will as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.~~
- ~~50.7 These provisions will not displace or override any existing workers compensation schemes whether State or Federal, including WorkCover, or the provisions contained in any workers compensation legislation that may be enacted.~~
- ~~50.8 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within three months of a written notification to do so as prima facie evidence that such a medical examination would have found that the staff member is unable to perform his/her duties and is unlikely to be able to resume them within 12 months, and may act accordingly. Provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.~~
- 50.1 The Vice-Chancellor may require, in writing, any staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 50.2 The Vice-Chancellor shall provide the staff member with reasonable written notice which shall be not less than four weeks save in exceptional circumstances that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under clause 50.1 shall lapse forthwith and no further action shall, subject to clause 50.3, be taken by the Vice-Chancellor under this clause.
- 50.3 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 50.2.

- 50.4 A copy of the medical report made by the medical practitioner pursuant to clause 50.1 shall be made available to the Vice-Chancellor and to the staff member.
- 50.5 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to clause 50.6, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- 50.6 If within 14 days of the report being made available, the staff member or ~~their~~his/her chosen ~~R~~Representative requests, the Vice-Chancellor shall not terminate the employment of the staff member in accordance with clause 50.5 hereof unless and until the findings of the report are confirmed by an independent specialist appointed by the Vice-Chancellor with the agreement of the President of the Monash University NTEU Branch (or delegate).
- 50.7 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause shall as far as possible apply the similar standards as are required to undertake the work of an academic having regard to the operation of the staff member's superannuation scheme.
- 50.8 Nothing in this clause prevents a staff member from accessing workers compensation for work related injuries.
- 50.9 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within a reasonable time after a written notification, which shall be not less than two months, save in exceptional circumstances, as prima facie evidence that such a medical examination would have found the staff member unable to perform his or her duties and unlikely to be able to resume them within 12 months, and may act accordingly. Provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 50.10 The provisions of this clause shall not apply to casual staff members.

#### **51. VOLUNTARY EARLY RETIREMENT SCHEME**

- 51.1 ~~The University may offer a voluntary early retirement scheme to full time or fractional continuing staff. Eligible staff will be invited to apply for early retirement under the benefits of the scheme. The University, through its authorised officers, will have the discretion to decide whether or not it will approve the application having regard to the staffing needs of the University. The benefit payable to staff members whose application for early retirement is approved will be a lump sum of a minimum of two weeks' salary for each year of service, with a maximum payment of 52 weeks' salary. This benefit will be additional to the staff member's other entitlements on retirement.~~

#### **51. SEPARATION DUE TO ABANDONMENT OF EMPLOYMENT**

- 51.1 If a staff member is absent from work for a period of 5 days or more without explanation, and she/he does not make reasonable efforts to inform his/her nominated supervisor or the next most senior officer of the reason for such absence, the staff member is deemed to have abandoned her/his employment with the University.

### **PART H - DISCIPLINARY AND GRIEVANCE MATTERS**

#### **52. GENERAL PRINCIPLES**

- 52.1 These procedures are for disciplinary action in cases of unsatisfactory performance, misconduct or serious misconduct and for the resolution of employment related grievances. The procedures are based on the following principles to which any committee or panel convened under clause 53 or 54 will have regard:
- (a) Procedural fairness and natural justice will apply and those involved in any disciplinary action or grievance process have a duty not to be affected by favouritism, bias or conflict of interest and must act fairly and impartially.
  - (b) Staff members have the right to appear and where they request, be represented in any proceedings before a committee under clause 11 and be provided an opportunity to be interviewed, present written and oral evidence, request witnesses and be present during the presentation of submissions and evidence.

- (c) It is in the best interest of all parties involved in the grievance resolution procedure in clause 56 that confidentiality is maintained throughout the process. A process for investigation of formal complaints is available only where conciliation is inappropriate or has proved unsatisfactory. All parties to the grievance should be provided with an opportunity to know all information relevant to the grievance and to be heard.
- (d) Circumstances may arise which require a matter commenced under the grievance procedures at clause 56 be dealt with under the provisions of a relevant staff disciplinary procedure. If this is the case, action commenced under the grievance process will be suspended pending the conclusion of the disciplinary proceedings.
- (e) If a staff member chooses, he/she will have reasonable access to advice and assistance, in confidence, in processing his/her grievance from trained Advisers and/or a Representative of his/her choosing.

52.2 Clause 55 sets out procedures for dealing with allegations of Research Misconduct. In the event of any inconsistency between the provisions of clause 55 and clauses 11 or 53, clause 55 will prevail.

### 53. TERMINATION OF EMPLOYMENT AND DISCIPLINARY ACTION – ACADEMIC STAFF

#### Application and Definitions

53.1 This clause applies to continuing and fixed-term Academic Staff members only. It does not apply during any period of probationary employment.

53.2 "Disciplinary action" for academic staff is action by the University to discipline a member of academic staff for unsatisfactory performance, misconduct or serious misconduct, as follows:

- (a) Formal censure or counselling;
- (b) Demotion by one or more classification levels or increments;
- (c) Withholding of an increment;
- (d) Suspension with or without pay; and/or
- (e) Termination of employment.

Disciplinary action for misconduct shall be as set out in clause 53.2(a)-(d).

The provisions in this Agreement will be subject to and will not affect the operation of:

- any law empowering a State or Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member or to otherwise deal with the dismissal of that staff member; and
- any other law empowering any court or tribunal external to the University which has jurisdiction to deal with any causes of action or claims arising from actions taken by the University pursuant to this Agreement.

This Agreement is to be read in conjunction with Division 11 of Part 2-2 of the *Fair Work Act 2009*, including the minimum notice periods in section 117 of the Act. However, Division 11 of Part 2-2 of the Act is taken not to reduce or remove any additional rights provided under this Agreement.

#### Notice of Termination

53.3 Notice of termination will be in accordance with section 117 of the Act, provided that any greater period of notice specified in the staff member's contract of employment or in this Agreement will continue to apply.

53.4 Notice shall not be required in relation to the termination of a staff member found to have engaged in serious misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the staff member concerned during the required period of notice, such as, but not limited to:

- Theft;
- Fraud;
- Assault;
- Being intoxicated at work; or

- Serious or repeated bullying or harassment, including sexual harassment;
- Persistent or repeated acts of misconduct;
- Wilful and gross breach of the staff member's contract, the University's policies or regulations, such that it would be unreasonable to continue the staff member's employment; or
- Refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.

### **Counselling for Unsatisfactory Performance and/or Conduct**

- 53.5 Where a supervisor is of the view that the staff member's performance and/or conduct is unsatisfactory, the supervisor shall counsel the staff member in accordance with the following counselling requirements:
- The supervisor shall first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected;
  - A record shall be kept of the counselling given and a copy supplied to the staff member; and
  - If the supervisor considers appropriate, the staff member will be directed to appropriate professional development to assist in improving performance.

### **Supervisor's Report and Staff Member's Response**

- 53.6 Where a supervisor believes that counselling has not produced the desired improvements in performance, or alleged misconduct or serious misconduct is denied by the staff member or in the opinion of the University, counselling is not an adequate response to the alleged conduct, a formal report will be provided to the relevant Dean and the Vice-Chancellor by the supervisor or representative of the Monash HR Human Resources Division. The report will state clearly the aspects of performance and/or conduct seen as unsatisfactory and the record of any attempts to remedy the problem.
- 53.7 The staff member will be provided with a copy of the report and be given 10 working days to provide a written response to the report to the Dean and to the Vice-Chancellor.
- 53.8 The Vice-Chancellor may suspend the staff member on full pay, or, if he/she is of the view that the alleged conduct amounts to conduct of a kind envisaged in clause 53.4, the Vice-Chancellor may suspend the staff member without pay. Suspension without pay will be subject to and in accordance with the following:
- Where suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member's leave of absence will be immediately discontinued.
  - The staff member may engage in paid employment outside of the University for the duration of the suspension without pay.
  - On the ground of hardship during a staff member's suspension without pay, the Vice-Chancellor may at any time direct that salary be paid or that an application to draw on any accrued annual leave or long service leave be granted.
  - Where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue and that Committee will have the power to revoke such a suspension from its date of effect.
  - During any period of suspension, the staff member may be excluded from the University, provided that he/she will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.
  - Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income will be reimbursed if there was no serious misconduct found. However, a decision taken by the Vice-Chancellor in his/her discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.
- 53.9 Upon receipt of the supervisor's report and any written response from the staff member, the Vice-Chancellor will satisfy himself/herself that appropriate steps have been taken by the sSupervisor and may make such further enquiries as the Vice-Chancellor considers reasonable and appropriate to determine if disciplinary action should be imposed.

### **Reports of Misconduct and the Misconduct Investigation Committee**

- 53.10 In a case of alleged misconduct or serious misconduct where the conduct (or its characterization as misconduct or serious misconduct) is disputed in whole or in part by the staff member, the matter will be referred to a Misconduct Investigation Committee unless:

- (a) the Vice-Chancellor intends to take no further action or to only counsel or censure the staff member; and/or
- (b) the staff member elects in writing and the Vice-Chancellor agrees to have the matter dealt with by the Vice-Chancellor without reference to a Misconduct Investigation Committee.

53.11 If the matter is referred to a Misconduct Investigation Committee, that Committee will be convened forthwith, in accordance with clause 11, and will make inquiries and provide a report to the ~~Vice-Chancellor~~Vice-Chancellor and the staff member as soon as practicable, on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

#### Decision of the Vice-Chancellor

53.12 Following the inquiries in clauses 53.9 and 53.11 (if applicable) the Vice-Chancellor may then decide to:

- (a) take no further action; or
- (b) in the case of a report of unsatisfactory performance, refer the matter back to the supervisor to ensure that appropriate steps are complied with in substance and in a manner appropriate to the circumstances; or
- (c) take disciplinary action.

53.13 The Vice-Chancellor will advise the staff member in writing of any decision made in accordance with clause 53.12. If the Vice-Chancellor is of the view that there has been no unsatisfactory performance or no misconduct or serious misconduct, he/she will immediately advise the staff member in writing and may, by agreement with the staff member, publish the advice in an appropriate manner.

#### Reviews of Disciplinary Action for Unsatisfactory Performance

~~53.14 In the case of disciplinary action for unsatisfactory performance, the staff member may, within five working days from the date of the Vice-Chancellor's written advice, make a written request for a review of the decision by the Unsatisfactory Performance Review Committee.~~

~~53.15 Where a request for review is made by the staff member in accordance with clause 53.14, an Unsatisfactory Performance Review Committee will be convened forthwith in accordance with clause 11 and will provide a report to the Vice-Chancellor and the staff member on whether the required process has been followed.~~

~~53.16 If the Unsatisfactory Performance Review Committee concludes that the required process was not properly followed, the Vice-Chancellor will reconsider his/her decision but may first take such steps to remedy the perceived unfairness as may seem reasonable to him/her.~~

~~53.17 If the Vice-Chancellor, upon reconsidering his/her decision under clause 53.16 is of the view that:~~

- ~~(a) there has been no unsatisfactory performance, he/she will forthwith advise the staff member in writing and rescind the disciplinary action imposed and may, by agreement with the staff member, publish the advice in an appropriate manner; or~~
- ~~(b) there has been unsatisfactory performance, he/she will forthwith advise the staff member in writing confirming the disciplinary action imposed.~~

53.14 In the case of disciplinary action for unsatisfactory performance, the staff member may, within five working days from the date of the Vice-Chancellor's written advice, make a written request for a review of the decision by a Reviewer.

53.15 Where a request for review is made by the staff member in accordance with clause 53.14, the Vice-Chancellor will select and appoint a Reviewer from the pool of Chairs provided for under clause 11.4. The Reviewer will undertake a review of the decision made to take disciplinary action against the staff member for unsatisfactory performance and will provide a report to the Vice-Chancellor on whether the required process in making that decision has been followed.

53.16 If the Reviewer concludes that the required process was not properly followed, the Vice-Chancellor will reconsider his/her decision but may first take steps to remedy the perceived unfairness as may seem reasonable to him/her.

53.17 If the Vice-Chancellor, upon reconsidering his/her decision under clause 53.16 is of the view that:

- (a) there has been no unsatisfactory performance, he/she will forthwith advise the staff member in writing and rescind the disciplinary action imposed and may, by agreement with the staff member, publish the advice in an appropriate manner; or

- (b) there has been unsatisfactory performance, he/she will forthwith advise the staff member in writing confirming the disciplinary action imposed.

## Other Matters

53.1848 Nothing in this clause:

- (a) prevents or affects the procedures for the denial of an increment under the incremental advancement clauses of this Agreement dealing with the terms and conditions of employment of academic staff;
- (b) constrains the University from carrying out other or further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest, eg. inquiring into the truth of research results; or
- (c) prevents the Vice-Chancellor on his/her own motion referring a question of possible unsatisfactory performance or misconduct to a supervisor for appropriate action.

53.1949 All actions of the Vice-Chancellor under this clause will be final, except that nothing in this clause 53.19 will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause 53.19, would be competent to deal with the matter.

## 54. PROFESSIONAL STAFF DISCIPLINARY PROCEDURES

54.1 This clause will apply to continuing and fixed term staff members only (other than during any period of probationary employment) where there is alleged or actual:

- 54.1.1 continued unsatisfactory performance of the duties of the position held; or
- 54.1.2 negligence in the performance of the duties of the position held; or
- 54.1.3 misbehaviour (which will include favouritism); or
- 54.1.4 the failure to comply with a reasonable instruction of a person in line management control of the staff member; or
- 54.1.5 breach of the University's policies, regulations or procedures; or
- 54.1.6 serious misconduct, in which case the procedure set out in clause 54.8 will be followed subject to clause 54.10; or
- 54.1.7 serious and wilful misconduct, in which case the procedure set out in clause 54.10 will be followed.

### 54.2 Principles

54.2.1 These procedures will be used on the following basis:

- 54.2.1.1 all issues are investigated thoroughly and justly;
- 54.2.1.2 the standards of behaviour and performance required are clear to all parties;
- 54.2.1.3 a staff member has been counselled and given every reasonable opportunity to improve his or her behaviour and performance, excepting in cases of serious misconduct;
- 54.2.1.4 staff members may have representation at any stage of the disciplinary procedures;
- 54.2.1.5 if, in spite of all reasonable efforts by the University, the staff member has failed to meet the required standards, then termination of employment might occur.

### 54.3 Unsatisfactory Performance and Misconduct

54.3.1 The stages of the Disciplinary Procedure for unsatisfactory performance and/or misconduct (other than serious misconduct or serious and wilful misconduct) are as follows:

- 54.3.1.1 Stage 1 – meeting to counsel staff member regarding performance or behaviour;
- 54.3.1.2 Stage 2 – first written warning if performance or behaviour has not improved;
- 54.3.1.3 Stage 3 – review meeting following first written warning to determine what (if any) improvement has occurred and whether or not a second warning is to be issued; and
- 54.3.1.4 Stage 4 – if no substantial improvement has occurred following the first written warning or the required standard of behaviour or performance has still not been achieved following a second written warning, the Head of Department investigates the performance or behaviour and makes recommendations to the Vice-Chancellor who then determines the appropriate outcome.

#### 54.4 Stage 1 – Counselling

- 54.4.1 The supervisor and staff member will ~~in the absence of previous efforts to address the issues,~~ attempt to resolve the difficulties through a counselling process including co-operation, constructive criticism, setting of appropriate performance/ behaviour standards and assistance with specific training and development programs where appropriate.
- 54.4.2 The staff member will be:
  - 54.4.2.1 informed of the possible implications of continued unsatisfactory behaviour or performance; and
  - 54.4.2.2 will be advised that they are being counselled under these procedures; and,
  - 54.4.2.3 will be given an opportunity to respond to the allegations.
- 54.4.3 The supervisor will record the relevant events and dates in a file or diary. Copies of all relevant contents of such file or diary will be available to the staff member upon request.
- 54.4.4 In the event that the matter is resolved satisfactorily at this stage, the records on the file or diary will be destroyed and the matter will not be used in any future disciplinary matter against the staff member.

#### 54.5 Stage 2 – First Written Warning

- 54.5.1 Where the matter has not been resolved ~~during under~~ the first stage the supervisor will issue a written warning to the staff member. The written warning will be given to the staff member at an interview between the supervisor and the staff member. The supervisor may be assisted by a nominee of the Head of Department. The staff member may be assisted by a representative. A copy of this clause will be given to the staff member.
- 54.5.2 The written warning will include:
  - 54.5.2.1 clarification of the required performance or behaviour standards; and
  - 54.5.2.2 where these standards are not being met; and
  - 54.5.2.3 a time frame for monitoring progress against the standards; and
  - 54.5.2.4 a future meeting time to assess progress.
- 54.5.3 At this interview, the reasons for the dissatisfaction, as set out in the written warning, will be explained to the staff member. Further, the staff member will be told that, if the matter is not resolved within the time-frame set out in the written warning, the matter may proceed to a second written warning or be referred to the Head of Department for investigation. The staff member will be given an opportunity to respond at the interview or within an agreed time period.
- 54.5.4 A statement, signed by both the supervisor and the staff member, acknowledging receipt of the warning and setting out any agreement reached at the interview will be placed on the staff member's file. The signing of the statement will serve only as an acknowledgement of receipt of the warning and that the interview occurred. If the staff member refuses to sign the statement, the supervisor will complete the statement and provide a copy to the staff member in the presence of a witness.

#### 54.6 Stage 3 – Review Meeting Following First Written Warning

- 54.6.1 At the end of the time-frame set out in clause 54.5.2.3 a meeting to assess progress will take place. Where reasonably practicable, this meeting will involve the same people as in the first interview.
- 54.6.2 The supervisor will advise the staff member that:
- 54.6.2.1 the matter is resolved and that no further action will be taken. A statement to this effect signed by the supervisor and staff member will be placed on the staff member's file; or
  - 54.6.2.2 improvement has occurred, but not to the standard required. A second written warning will be issued and a further meeting will be scheduled to establish whether the required standard of behaviour or performance has been achieved; or
  - 54.6.2.3 no substantial improvement has occurred, in which case the supervisor will refer the matter to the Head of Department for investigation (4th stage of the procedure).
- 54.6.3 Where a second written warning has been issued and, after a further meeting to assess progress, the supervisor believes that the required standard of behaviour or performance has still not been achieved the supervisor will refer the matter to the Head of Department for investigation (4th stage of the procedure).

**54.7 Stage 4 – Investigation by the Head of Department and Decision**

- 54.7.1 Where a supervisor has referred a matter under these procedures, the Head of Department (or his/her nominee) will conduct an investigation during which the staff member will be given the opportunity to be heard and/or submit a written statement.
- 54.7.2 Where the supervisor is also the Head of Department, the Vice-Chancellor will nominate an acting Head of Department for the purposes of carrying out an investigation under these procedures.
- 54.7.3 At the conclusion of the investigation, the Head of Department (which may include an acting Head of Department appointed for the purpose by the Vice-Chancellor) will prepare a written report including:
- 54.7.3.1 findings of fact on the balance of probabilities;
  - 54.7.3.2 conclusions reached on the evidence provided;
  - 54.7.3.3 reasons in support; and
  - 54.7.3.4 a recommendation to the Vice-Chancellor.
- 54.7.4 The recommendation will include one or more of the following courses of action:
- 54.7.4.1 that the matter be further investigated;
  - 54.7.4.2 that no action be taken;
  - 54.7.4.3 that the matter be dismissed;
  - 54.7.4.4 that the staff member be transferred to another position in the University and paid salary appropriate to that position;
  - 54.7.4.5 that the staff member be reprimanded;
  - 54.7.4.6 that the staff member's salary increment be withheld for up to one year;
  - 54.7.4.7 that the staff member be dismissed.
- 54.7.5 A copy of the Head of Department's report, and any other accompanying material, will be given to the staff member who may respond to the recommendation in writing to the Vice-Chancellor within five working days.
- 54.7.6 After receipt of the report and any written response from the staff member, the Vice-Chancellor will make a decision on disciplinary action that will be conveyed in writing to all parties.



## 54.8 Serious Misconduct

In the case of an allegation of serious misconduct and subject to clause 54.10 below:

- 54.8.1 The Vice-Chancellor may summarily suspend a staff member for a defined period of time for behaviour considered to be of sufficient seriousness as to warrant summary action. Any such action will only occur pursuant to the following procedures:
- 54.8.1.1 suspension will be on full pay and will extend until either the expiry of a period at the discretion of the Vice-Chancellor or until an inquiry is concluded and a determination is made on the allegation of serious misconduct, whichever is the earlier;
  - 54.8.1.2 written notification of suspension, including the grounds for suspension, will be given to the staff member within one working day of the suspension;
  - 54.8.1.3 a suspended staff member will not have access to his/her workplace except with the knowledge and approval of the Vice-Chancellor, and then only for the purpose of preparing any case under this clause.
- 54.8.2 The Vice-Chancellor will initiate an inquiry during which the staff member will be given the opportunity to be heard and/or submit a written statement.
- 54.8.3 At the conclusion of the inquiry, the Vice-Chancellor may determine an action that will be one of the following:
- 54.8.3.1 that no disciplinary action be taken and the staff member be reinstated to his/her position;
  - 54.8.3.2 that the staff member be transferred to another position in the University, and paid salary appropriate to that position;
  - 54.8.3.3 that the staff member be reprimanded;
  - 54.8.3.4 that the staff member's salary increment be withheld for up to one year;
  - 54.8.3.5 that the staff member be dismissed.
- 54.8.4 Formal notice of that decision will be given to the staff member within two working days and the staff member's appeal rights are as prescribed under clause 54.9.

## 54.9 Disciplinary Appeals

- 54.9.1 On receipt of the Vice-Chancellor's decision under clauses 54.7.6 or 54.8.3, the staff member may appeal against a penalty imposed by the Vice-Chancellor within five working days of the date of the letter setting out the decision.
- 54.9.2 The decision of the Vice-Chancellor will be subject to confirmation in writing after any appeal lodged under clause 54.9.1 is completed.
- 54.9.3 The staff member may appeal on the following grounds:
- 54.9.3.1 that the penalty is too harsh; and/or
  - 54.9.3.2 that the conclusions reached on the evidence considered were wrong; and/or
  - 54.9.3.3 that a miscarriage of process has occurred.
- 54.9.4 The staff member will be given at least five working days' notice in writing of the time and date of the appeal. The staff member will also be provided with all relevant documents.
- 54.9.5 The staff member and his/her representative and the University's representative will be entitled to:
- 54.9.5.1 present written and/or oral evidence;

- 54.9.5.2 call witnesses;
- 54.9.5.3 be present during the submission of all evidence; and
- 54.9.5.4 respond to that evidence.

54.9.6 In the event of an appeal lodged under clause 54.9.1, a Disciplinary Appeals Committee will be convened in accordance with clause 11 of this Agreement.

54.9.7 The Disciplinary Appeals Committee will determine one of the following courses of action:

- 54.9.7.1 to uphold the decision of the Vice-Chancellor;
- 54.9.7.2 that the matter be dismissed;
- 54.9.7.3 that the decision of the Vice-Chancellor was correct except that a lesser penalty will be imposed;
- 54.9.7.4 that there has been a miscarriage of process in which case the matter will be referred to management for consideration under these procedures in accordance with any directions given by the Committee.

#### 54.10 **Summary Dismissal**

54.10.1 Notwithstanding the provisions of this clause, the employment of any professional staff member may be terminated without notice by the University for serious and wilful misconduct.

54.10.2 A statement of reasons for such dismissal will be supplied within 24 hours of dismissal.

#### 54.11 **Lapse of Proceedings**

54.11.1 In the event that a staff member resigns, or, that the matters which are the subject of these procedures are resolved or withdrawn, proceedings initiated under this clause will lapse.

#### 54.12 **Non-derogation**

54.12.1 The invoking of any of the above procedures does not derogate from a staff member's rights under sections 394 and/or 773 of the *Fair Work Act 2009*.

### 55. **RESEARCH MISCONDUCT**

- (a) Where the Vice-Chancellor determines that an allegation or group of allegations includes an allegation of serious research misconduct (which is serious misconduct in respect to research), the following variations to the procedures in clauses 53.7 to 53.13 shall apply:
- (b) The procedures at clauses 53.7 to 53.13 will be applied as if reference to misconduct or serious misconduct is a reference to serious research misconduct and the Vice-Chancellor may proceed to appoint a Misconduct Investigation Committee to deal with the allegations. The Vice-Chancellor shall appoint a Chair and members of the Committee (other than the NTEU nominee appointed under clause 11.1) in accordance with these provisions, but prior to appointing a Chair will notify the President of the Monash University NTEU Branch (or delegate) of the proposed appointment and will consult with the President of the Monash University NTEU Branch (or delegate) if the President of the Monash University NTEU Branch (or delegate) wishes consultation on that appointment.
- (c) The Chair of the Misconduct Investigation Committee shall not be a staff member employed by the University, but shall be experienced in the conduct of tribunals of fact.
- (d) Prior to determining the composition of the Committee, the Vice-Chancellor shall confer with the NTEU Branch/President of the NTEU to ensure that the Committee includes:
  - at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of

the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants. (The parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member);

- at least one member with expertise in investigating research conduct issues, either through his or her academic study or through the administration of research. (The parties recognise that this may require a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member).
- (e) In order to achieve the requirements of (d) above the Vice-Chancellor and the NTEU Branch President may agree that an additional member or members (up to 2), above, be added to the membership of the Committee (so there may be 5 members).
- (f) Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU Branch agree that the, allegations of research misconduct appear to involve action in concert between employee staff members of more than one employer, and each such employer is, in respect of the relevant employee staff members, covered by an enterprise agreement to which the NTEU is a party, the relevant CEOs of the employers and the NTEU may agree in writing that a joint ~~investigation and~~ inquiry be held. The procedures for such a joint ~~investigation and~~ inquiry shall be agreed in writing, and where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.

## 56. EMPLOYMENT RELATED GRIEVANCE RESOLUTION PROCEDURE

56.1 The University will maintain a fair process to resolve the employment grievances of individual staff. In doing so, the University seeks to achieve and maintain a workplace that encourages a productive and harmonious working environment through:

- (a) Frequent discussion between staff and managers of the University;
- (b) Co-operation between and amongst staff of the University;
- (c) A reduction in misunderstandings; and
- (d) The opportunity for the satisfactory resolution of problems and grievances in a positive and constructive manner.

56.2 The following matters are expressly excluded from the operation of these grievance procedures:

- (a) where the application for review was made more than one year after the last incident capable of forming the subject matter of the complaint;
- (b) where the affected staff member has previously applied for review of the same action under these provisions;
- (c) where there are alternative internal review procedures available to address the grievance, in which case the Director, Workplace Relations will advise the aggrieved staff member of the alternative procedures available;
- (d) where the grievance concerns disciplinary action, appointment, probation, classification or promotion, sexual harassment or discrimination, and/or action arising under the *Accident Compensation Act 1985*; and/or
- (e) any decision or failure to make a decision or any matter arising under clause 17 - Continuing (Contingent Funded) Employment.

### Role of the advisers

- 56.3 Advisers are staff members of the University whose role is to provide advice to a staff member who is considering pursuing a grievance, about the process and its operation. Advisers will have been trained specifically in this role before they can be designated as an Adviser.
- 56.4 The role of the Advisers is to act fairly and impartially to provide information and support in confidence to a staff member of the University who perceives that he/she may have a grievance arising out of unfavourable treatment or decisions which adversely affect him/her in his/her capacity as a member of staff of the University.
- 56.5 The Adviser will not disclose any information about a staff member without the staff member's consent, except where the Adviser holds a reasonable belief that failure to disclose to an appropriate authority will lead to serious harm to an individual or the community.

- 56.6 A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.

### Grievance Resolution

- 56.7 It is expected that in most situations the staff member will first discuss the grievance with his/her supervisor. A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.
- 56.8 Where the aggrieved staff member discusses the matter with his/her supervisor, all reasonable attempts to resolve the issue must be made as soon as practicable and normally within five working days. Where the grievance relates directly to the supervisor, the staff member may approach in the first place the supervisor's line manager.
- 56.9 If the matter is not resolved ~~by the supervisor~~ to the satisfaction of the aggrieved staff member within five working days following the initiation of discussions under clause 56.8, the staff member may request a meeting with the relevant organisational head as appropriate, and any person(s) directly involved. This meeting will normally be held within five working days of the request.
- 56.10 If the grievance has still not been resolved to the satisfaction of the aggrieved staff member, within 10 working days of the request for a meeting with the relevant organisational head the matter will be referred by the aggrieved staff member to the Director, Workplace Relations for advice on the next stage of the procedure and other options available to the staff member.
- 56.11 If after a further period of 10 days, the grievance has still not been resolved following notification to the Director, Workplace Relations the aggrieved staff member may refer the matter to the Disputes Committee in accordance with clause 12.2.

### 57. WORKPLACE BULLYING

- ~~57.1 Workplace bullying is unacceptable behaviour and the University is committed to the provision of information and training and to manage any incidents of workplace bullying in a fair and timely manner.~~
- ~~57.2 Workplace bullying is defined as: repeated unreasonable behaviour directed towards a staff member or student, or group of staff members or group of students, that creates a risk to health and safety.~~
- ~~57.3 Bullying does not include any legitimate or reasonable use of performance management processes, disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member or a decision not to promote or reclassify the staff member.~~
- 57.1 Workplace bullying is repeated unreasonable behaviour directed towards a staff member or student, or group of staff members or group of students, that creates a risk to health and safety. The University is committed to ensuring, so far as is reasonably practicable, that such behaviour does not occur and staff shall co-operate with the University and comply with all reasonable directions of the University directed at preventing or responding to or minimising the risk of workplace bullying. Where a formal complaint of bullying is made and that complaint has not previously been dealt with or the substance of the complaint is not presently being dealt with under some other grievance or complaint process or procedure, then the University will ensure, so far as is reasonably practicable, that its preliminary inquiries into any alleged bullying are conducted carefully, thoroughly and fairly, in a timely manner. Where it is determined on the basis of those preliminary inquiries that a formal investigation of the alleged bullying is required, that investigation will be undertaken by an independent external investigator appointed by the University. Vexatious complaints or complaints that are demonstrated to be knowingly false can be the subject of disciplinary action.
- ~~57.2 Bullying does not include any legitimate or reasonable use of performance management processes, lawfully based and fairly applied disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member or a decision not to promote or reclassify the staff member.~~
- 57.3 Every formal complaint of bullying that is made to the University, shall be treated as an OHS issue and statistically reported upon to the local OHS Committee and to the OHSPC.
- 57.4 When a formal complaint of bullying is made, the University shall take all reasonably practicable steps to secure the health and wellbeing of both the complainant and the respondent throughout the process of investigating the complaint.

## PART I - PERFORMANCE/EMPLOYMENT MANAGEMENT

### 58. PROBATIONARY EMPLOYMENT PRINCIPLES - ACADEMIC STAFF

- 58.1 Subject to 58.4, all new academic staff appointments are subject to the following probationary periods and the principles in this clause will be notified to the staff member in the letter of offer of employment.
- (a) Level A to D on either full-time or part-time continuing employment: ~~three~~five years' ~~service, extendable by up to 24 months in accordance with clause 58.6;~~ or
- (b) Level A to D on either full-time or part-time fixed-term contracts: ~~three~~five years' service or 50% of the period of the fixed-term contract, whichever is the shorter, ~~but extendable in either case by up to two-thirds of the initial probation period in accordance with clause 58.6.~~ Provided that where a staff member's fixed-term contract is succeeded by a continuing appointment and his/her aggregate of continuous service at that time is less than ~~three~~five years, the staff member will be required to continue or recommence probation until he/she has served an aggregate of ~~three~~five years' continuous service.
- 58.2 Where the new staff member is clearly performing at a high level and is likely to sustain that level following a review of his/her performance in accordance with the Academic Performance Management Scheme, the probation period may in exceptional cases be reduced to a minimum of one year from the date of appointment.
- 58.3 New academic staff appointed to academic level E will not ordinarily be subject to a period of probation. However, in a particular circumstance, the Vice-Chancellor may require a reasonable probationary period to be served that is directly related to the work to be carried out by the staff member.
- 58.4 Probation periods do not apply in cases of:
- transfer;
  - secondment;
  - pre-retirement contracts;
  - second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or
  - contracts for a period of less than six months.
- 58.5 Upon or before commencement the staff member will be informed of the name of his/her designated academic supervisor.
- 58.6 Before the end of the staff member's ~~initial~~ probationary period, the University may:
- confirm the appointment in accordance with the contract of employment; or
  - ~~terminate the appointment; or~~
  - ~~extend the probationary period for a single period not exceeding two years or two-thirds of the initial probationary period if lesser, in which case it will be made clear what performance and development requirements need to be met during the extended probationary period for the appointment to be confirmed.~~
- ~~58.7 Before the end of any extended period of probation the University may:~~
- ~~confirm the appointment in accordance with the contract of employment; or~~
  - ~~terminate the appointment.~~
- ~~58.87~~ During the probationary period regular reviews will be conducted in accordance with the procedures set out in this clause and the supervisor will endeavour to meet with the probationary staff member to review the latter's work performance and provide feedback on at least two occasions per academic year. ~~These reviews of the probationary staff member's progress will be in accordance with the provisions at clause 63 – Performance Development.~~
- ~~58.98 The review of the probationary staff member's progress will be in accordance with the Performance Management – Academic Staff provisions at clause 59. A formal probation review is to be conducted after the expiry of:~~
- ~~(a) three years' service for continuing appointments; or~~
- ~~(b) three-fifths of the probation period in the case of fixed-term probationary staff.~~
- ~~On the basis of the review the University will:~~
- ~~(a) confirm the appointment in accordance with the contract of employment;~~
- ~~(b) continue the probation; or~~
- ~~(c) terminate the employment.~~

If the outcome of the review is that the University continues the probation, the University will make clear to the staff member the performance and development requirements that need to be met during the remainder of the probationary period for the appointment to be confirmed.

58.409 The employment of a probationary staff member who does not meet the goals and objectives of the position may be terminated by the giving of notice, or payment in lieu, during or upon completion of the probationary period, provided that the University may terminate without notice the employment of a probationary staff member who has engaged in conduct of a kind envisaged in clause 53.4 such that it would be unreasonable to require the University to continue employment during a period of notice. The period of notice required for termination will be one-sixth of the staff member's initial probationary period up to a maximum of six months. ~~If any period of notice of termination given under this clause 58.10 extends beyond the period of probation, the employment will nevertheless end on the expiry of the period of probation. Further, any payment in lieu of notice will not include any payment referable to a period of employment after the expiry of the period of probation. Notwithstanding this required notice period, the period of notice cannot extend beyond the expiry of the period of probation. The employment will end at the expiry of the period of probation. The balance of any required notice period as at the expiry of the period of probation will be provided as a payment in lieu of notice.~~

58.140 If a decision to terminate employment is made, a staff member may appeal the decision to an Appeals Committee comprising:

- the Vice-Chancellor or nominee (chair);
- one Dean nominated by the ~~Committee of Deans~~Senior Management Team or its equivalent, or alternate;
- one professorial member nominated by the Academic Board, or alternate;
- ~~the~~ non-professorial ~~academic~~ staff ~~representative on Council~~member nominated by the Provost, or alternate;
- a nominee of the President of the Monash University NTEU Branch.

## ~~59. PERFORMANCE MANAGEMENT- ACADEMIC STAFF~~

~~59.1 An integrated, comprehensive, University-wide performance management system applies to all continuing and fixed-term academic staff based on the compilation of an annual portfolio to be submitted by each staff member and approved by that staff member's supervisor.~~

~~As a best practice system, it operates as an annual cycle with one formal performance review, supported, where possible, by regular informal feedback meetings.~~

~~59.2 The supervisor will advise the staff member in writing of planned time-lines for the submission of the components of the academic portfolio.~~

~~59.3 Details of the Performance Management Scheme are set out below.~~

### ~~The Annual Portfolio~~

~~59.4 A staff member's annual portfolio will comprise the following documents:~~

- an engagement profile;
- an achievement report;
- a career development plan; and
- any supporting documentation relating to other formal processes in the University such as tenure, promotion, OSP, probation, etc. (where applicable).

~~59.5 Details of the required contents of the documents in the annual portfolio will be as follows, in addition to pro forma materials developed to assist staff in the preparation of their annual portfolios under the policy on performance management for academic staff:~~

#### ~~(a) The Engagement Profile~~

~~(i) The engagement profile will contain details of the staff member's planned workload, identifying the planned contribution to teaching, research (including his/her contribution to the University research quantum), scholarship, professional and community service and administration/management for the forthcoming year.~~

~~(ii) The engagement profile will reflect:~~

- the aspirations of the staff member;
- the requirements of the strategic plan of his/her Faculty/Department/work unit and the relevant Monash strategic plans updated annually; and

- the position classification standards relevant to the classification of the position.

(b) — The Achievement Report

The achievement report will contain:

- details of achievements in the areas of teaching, research (including the staff member's contribution to the University Research quantum), scholarship, professional and community service and administration/management for the previous year; and
- a comparative summary of achievement against the engagement profile established for the previous year.

(c) — The Career Development Plan

The career development plan will indicate the professional developmental requirements of the staff member consistent with the requirements of the strategic plan of his/her faculty/department/work unit and the relevant Monash strategic plan as updated annually. The plan will include the staff member's suggestions in relation to his/her desired future career direction. This may involve, for example, increasing involvement in some areas, delegating tasks in others, or participating in or assuming responsibility for new assignments.

## The Process

### Submission and Review of Initial Portfolio

59.6 — Staff members are required to submit a portfolio and meet with his/her supervisor within 12 months:

- (a) — for existing staff, following the Operative Date;
- (b) — for staff commencing with the University or moving to a new position (e.g. promotion or transfer) after the Operative Date, following the date of his/her commencement, promotion or transfer (as appropriate).

59.7 — After submitting the portfolio to his/her supervisor, the supervisor will within a reasonable period (normally one month) meet with the staff member to review and approve the portfolio and discuss the staff member's submitted career development plan for the forthcoming year.

### Ongoing Planning and Annual Review Cycle

59.8 — The supervisor and staff member will then meet at least annually to review the portfolio and to update it to reflect the work unit's plans and priorities for the forthcoming year.

59.9 — The timing of the review will be determined by the supervisor of the faculty/work unit, but would normally be in alignment with the planning and review schedule outlined in the relevant Monash strategic plan.

59.10 — The review of the staff member's submitted annual portfolio will:

- (a) — establish the final content of the staff member's engagement profile for the forthcoming year;
- (b) — assess the performance of the staff member through evaluating the staff member's contribution and achievement as outlined in the staff member's submitted achievement report against the agreed (or approved by the Dean as appropriate) engagement profile established in the previous year;
- (c) — inform the staff member of the supervisor's recommendation concerning incremental progression or accelerated incremental progression;
- (d) — inform the staff member of the supervisor's recommendation in relation to (as appropriate):
  - review for tenure;
  - academic promotion; and/or
  - OSP.
- (e) — inform the staff member of the supervisor's assessment of progress where the staff member is on a probationary appointment; and

(f) assess progress of the career development plan for the staff member and indicate agreed general career developmental needs.

59.11 Following completion of the review the staff member will, within a reasonable time frame to be determined by the supervisor, submit a modified engagement profile for the forthcoming year to the supervisor as required.

59.12 If the modified engagement profile is accepted by the supervisor it will then be signed by the supervisor and staff member.

59.13 In the event of:

- the staff member failing to submit the modified engagement profile within a reasonable time frame as determined by the supervisor, or failing to submit the portfolio or engagement profile; or
- a modified engagement profile being submitted and following discussion between the supervisor and the staff member, the profile has not been accepted by the supervisor,

the staff member will not be entitled to incremental progression until the annual initial or updated engagement profile has been submitted and accepted by his/her supervisor.

59.14 Failure to submit an engagement profile and its contents in accordance with a direction given by the Dean of the Faculty may attract disciplinary action.

#### Adjustments to Engagement Profile

59.15 If at any time it becomes apparent that a staff member's engagement profile requires adjustment, the Dean may, following discussion with the staff member and the supervisor, after taking into account matters required to be taken into account, modify the staff member's engagement profile with appropriate adjustments to teaching, research, scholarship, professional and community service and/or administration/management commitments. The matters required to be taken into account are as follows:

(a) The professional strengths of the academic staff member within the context of the strategic plan of the faculty/department/work unit, thereby allowing:

- (i) leading researchers to be able to spend more of their time on research including supervision of research students; and
- (ii) allowing a staff member who displays innovation and excellence in teaching a greater opportunity to pursue teaching commitments.

(b) The opportunity for the staff member to engage in teaching, research and associated professional work and which enables the department to organise teaching and research to accommodate changing demands and priorities.

(c) The need for staff effort in teaching and administration to be focused upon the programs and activities of the department.

(d) The balance of teaching, supervision and research required of each academic position and any approved research projects or tasks.

(e) The delivery of subjects and courses provided by the department at all levels (including award and non-award courses) taking into account different teaching modes and differences in the degree of difficulty in preparation and delivery, with special reference to flexible delivery.

(f) The need for adequate administrative and preparation time for the courses and subjects taught and the need to maintain a high level of research and scholarship in each discipline and subject area. (For the purposes of this statement of policy, administrative time refers to course planning and timetabling, service on University committees and decision making bodies and other functions related to the University).

(g) The professional and community liaison functions associated with the academic staff member's work.

(h) The number and pattern of teaching commitments, if any, at night, on weekends and during summer teaching periods.

(i) The time spent in necessary travel (above and beyond normal home-work-home commuting) for the performance of academic duties.



- (j) ~~The impact of resource commitments of the department as a result of a variation to the strategic plan of the work unit and/or the relevant Monash strategic plan.~~

~~A staff member may choose to be accompanied by a Representative, in any discussions with the Dean and/or the staff member's supervisor pursuant to this clause 59.15.~~

### **Incremental Advancement**

~~59.16 A staff member's entitlement to incremental progression will be based on the staff member's performance being assessed as satisfactory by the staff member's supervisor based on the submitted annual portfolio. Assessment of performance will be consistent with:~~

- ~~• whether the staff member has performed at an appropriate level for the staff member's appointment;~~
- ~~• the Position Classification Standards relevant to the staff member;~~
- ~~• the existence of non-traditional career paths;~~
- ~~• equity and access policies of the University; and~~
- ~~• enabling or mitigating circumstances.~~

~~59.217 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the staff member has consistently exceeded the required performance level.~~

~~59.318 Where an increment is withheld the staff member may dispute the decision in accordance with the Employment Related Grievance Resolution Procedure starting the procedure at clause 56.9.~~

### **Documentation**

~~59.19 A copy of the final engagement profile will be made available to the Head of the Academic Unit and other staff of the academic unit.~~

~~59.20 The achievement report prepared by the staff member and the documentation emanating from the review of the achievement report may be used in proceedings pursuant to clause 59.18 above and/or any disciplinary action which may be covered by this Agreement.~~

~~59.21 Information contained in the achievement report and documents emanating from the review of the achievement report (particularly teaching and research quanta) may be provided by the faculty/department to the University for the purposes of bench marking and quality assurance.~~

### **Supervisors**

~~59.422 The nominated supervisor of an academic staff member will be the relevant immediate academic line manager unless the University nominates or the academic staff member requests the nomination of an alternative supervisor. Any academic staff member may request an alternative supervisor. Any request by a staff member for an alternative supervisor will be given due consideration by the Vice-Chancellor.~~

~~59.523 Wherever possible, the academic line manager will be competent in the staff member's field of expertise.~~

~~59.624 Notwithstanding clause 59.523 above, the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics, provided such other academic staff member occupies a more senior position to the staff member being supervised.~~

~~59.725 The parties agree that training supervisors to effectively perform their roles is vital to the success of the performance management system process.~~

~~59.26 The achievement report of a supervisor will contain an upward appraisal component. That is, in the lead up to the completion of the supervisor's annual portfolio, his/her supervisor will consult as appropriate with the supervisor's staff to provide feedback on their supervisor's performance as a supervisor.~~

## **6059. ACADEMIC WORKLOADS**

**6059.1** The University is committed wherever reasonably possible to:

- managing the workload of academic staff members to ensure teaching and administrative responsibilities are contained and adequate time is allowed for research and scholarship;

- a fair level and equitable distribution of workload for academic staff;
- a transparent process of workload allocation which has the broad support of academic staff members;
- providing an opportunity beyond the performance management process for academic members to be consulted about workload allocation; and
- ensuring the workload of an academic staff member is reasonably manageable and consistent with the continued health and safety of the staff member.

- taking into account the operational and teaching requirements and research performance standards of the University and the relevant academic unit.

6059.2 The management and regulation of academic workloads (other than for sessional Teaching Associate staff) will be based on the processes set out below.

### Academic Work

6059.3 Academic work at the University embraces research, teaching, leadership, and professional and community service. All academic staff members at the University should have adequate and appropriate opportunities to perform in all these areas having regard to whether they are employed on a teaching and research or research-only basis.

6059.4 Academic workload is a combination of self-directed and assigned tasks. The assigned proportion of an academic staff member's work will include, for example, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.

6059.5 The remainder of an academic staff member's working time is self-directed, consistent with the University's strategic plans and announced priorities. It is time in which staff members conduct research or other scholarly activity as appropriate to their appointment to the University.

~~60.6 The University recognises 1645 hours per annum as the maximum annual allocated hours. The starting point for discussions about the allocation of work for teaching and research academic staff is:~~

~~• Teaching 40%~~

~~• Research and Scholarship 40%~~

~~• Other activities 20%~~

~~These percentages may be varied in an individual staff member's engagement profile.~~

### Research Performance Standards

59.5A To provide clarity to academic staff performing their research role, the University has and will determine faculty or discipline-specific quantitative research performance standards (research metrics). It is recognised that these may be adjusted from time to time.

59.5B The University will consult with affected staff and the NTEU prior to making any significant or substantial changes to the faculty or discipline-specific quantitative research performance standards that affect staff.

59.5C Where significant or substantial changes that affect staff are made to the faculty or discipline-specific quantitative research performance standards, they will not be applied retrospectively to staff and staff will be given an appropriate opportunity to meet the changed performance standards.

### Workload ~~Models~~Allocation

6059.76 Allocation of workloads will continue to be dealt with through Faculty Workload Models the workload models of the Faculties and/or their academic units, including the collegial consultative processes by which these Models have been developed and under which they operate, and consistent with clause ~~60.6 above~~ 59.7, 59.8 and 59.9.

59.7 The University recognises 1645 hours per annum as the maximum annual allocated hours. A staff member's annual allocation of workload and any allocated duties under clause 59.9 will be subject to discussion between the staff member and his/her supervisor prior to finalisation.

The starting point for discussions about the allocation of work for teaching and research academic staff is:

- Teaching 40%
- Research and scholarship 40%
- Other activities 20%

These percentages may be varied in an individual staff member's engagement profile.

Research-only staff may also undertake limited teaching. The workload and any allocation of duties for research-only staff delivering teaching will take into account any associated work, including setting assessment, marking, and student consultation.

6059.8 "Teaching" may include:

- preparation of teaching materials for face to face, online and other models of delivery;
- unit and course development, including online, off-campus and off-shore learning materials;
- delivery of lectures, tutorials, laboratory classes and clinical education;
- delivery of online learning;
- delivery of off-campus, off-shore and distance education;
- co-ordination of units and courses;
- supervision of teaching staff, including casual professional and Teaching Associate staff;
- supervision of honours year and post-graduate students;
- supervision of undergraduate students undertaking research projects or fieldwork;
- preparing and marking of student assessment; ~~and~~
- student consultation;
- musical accompanying; and
- field excursions.

"Other activities" may include:

- committee participation;
- organising and/or attending meetings, forums, seminars etc;
- consultancy;
- leadership;
- management and administration; and
- internal and external professional work.

59.9 For all teaching and teaching related duties allocated to a staff member, the anticipated duties encompassed will normally be advised to the staff member and an allocation of hours will normally be made for those teaching and teaching related duties. This allocation of hours will represent an estimate of the time that a competent academic of the staff member's level and experience would be expected to take to perform those teaching and teaching related duties within the Faculty or academic unit.

In accordance with the relevant workload model, the annual allocation of the staff member's teaching and teaching related duties will take into account:

- the teaching and operational requirements and quantitative research performance standards of the academic unit, including the teaching activities required to be undertaken;
- any significant projected periods of leave, which may include part-year absences on leave without pay or study leave or part-year assignment to non-teaching duties;
- teaching and teaching related duties worked in excess of the staff member's allocated teaching hours in the preceding year;

(d) the staff member's designated non-teaching duties; and

(e) any need to adjust teaching and teaching related duties to facilitate a staff member establishing a research profile, such as where a high allocation of teaching duties has been made in previous years.

59.10 In circumstances where any substantive amendments and variations to teaching allocations are necessary, the University will discuss with staff affected by any amendments or variations. This includes instances where research outputs affect teaching allocation and the application of research output measures requires a revision of teaching allocation.

Wherever possible, allocations of responsibility for course units will be determined and the affected staff advised at least three weeks in advance of the commencement of the teaching period.

## Academic Workload Models

6059.911 Each Faculty and/or academic unit will develop and maintain (or review, as appropriate) a Workload Model, through a collegial process, and will provide for the equitable and transparent allocation of workload with respect to teaching and other activities with in the Faculty or academic unit.

6059.102 The Workload Model will take into account those activities specified in clause 6059.8 as well as including, where relevant, the following factors:

- Modes of delivery;
- The level of units in which the academic staff member teaches;
- The number of units in which the academic staff member teaches;
- The level and experience of the academic staff member;
- The number of students taught by the academic staff member and the student profile;
- Methods of assessment and marking;
- The spread of teaching across day and evening programs and across the year, including summer teaching;
- Staff development requirements, including higher degree study and the Graduate Certificate of Higher Education (GCHE) in Academic Practice (GCAP) or Graduate Certificate in Health Professional Education (GCHPE);
- Intercampus teaching and travel; and
- Off-shore teaching and travel; and
- Quantitative research performance standards.

~~60.11 When further amendments and variations to teaching allocations through the workload model are necessary, the University will consult staff affected by any amendments or variations. From the beginning of 2006, wherever possible, allocations of responsibility for course units will be determined and the affected staff advised at least three weeks in advance of the commencement of the teaching period.~~

## Fractional Academic Staff

6059.123 A fractional (part-time) academic staff member will normally undertake as full a range of duties as a full-time academic on a pro-rata basis, unless there is an agreement to the contrary reflected in the staff member's engagement profile from year to year. The applicable workload model will be applied pro rata according to the academic staff member's employment fraction and engagement profile.

## Unreasonable Workloads

6059.134 In determining what are unreasonable hours of work the University will have regard to the following factors:

- The total number of teaching and/or required hours worked on a particular day;
- The number of teaching and/or required hours worked without a break;
- Any requirement to undertake teaching on University holidays, or before 8.00 am or after 9.00 pm;
- Requirements to undertake teaching at overseas campuses;
- Requirements to travel between campuses to undertake teaching;
- The time off between finishing and starting times of teaching sessions;
- The number of days of the week during which teaching and/or required duties are scheduled;
- Class sizes;
- Health and safety issues;
- The incidence of night work/after dark work;
- The academic staff member's general workload; and
- The academic staff member's family needs and responsibilities.

~~6059.145~~ Concerns arising from the allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, by consultation and discussion with the academic staff member's supervisor. Where it is not possible to reach agreement by this means the academic staff member may appeal to a Faculty Board of Review. The Board of Review will consist of no more than three persons and will normally be chaired by the Dean of the Faculty (or his/her nominee) and will include two other staff members appointed by the Faculty Board, provided that one will be at the standing of Senior Lecturer or below. Where the appeal is against the decision of the Dean, the Board of Review will be chaired by the ~~Deputy Vice-Chancellor (Education)~~Provost or his/her nominee. The staff member may, at his/her request, be accompanied by a Representative. Guidelines governing the operation of the Faculty Boards of Review will ~~be developed~~operate with regard to the following matters:

- Timelines for establishment of Boards and hearing and resolution of complaints;
- Protocols for the involvement of Deans, Heads of Departments and the Senior Deputy Vice-Chancellor as members of Boards;
- Remedies that may be recommended by Boards where a finding is made that a workload allocation was unreasonable.

~~6059.15A~~ Where a staff member is dissatisfied with the recommendation(s) of a Board of Review, he or she may have recourse to the Dispute Resolution Procedure at clause 12.

### Academic Workloads Advisory Committee

~~59.16~~ The University shall establish an Academic Workloads Advisory Committee (AWAC). The NTEU may nominate a member of academic staff to be the NTEU representative of the AWAC. The AWAC shall monitor workload trends and the operation of workload models. The AWAC shall meet quarterly and:

- ~~(a)~~ may issue reports on workload trends and the operation of workload models; and
- ~~(b)~~ may make recommendations about these matters to the University.

### ~~61.~~ **SUMMER TEACHING PERIOD**

~~61.1~~ It is intended that the intensive summer teaching period become part of the regular academic calendar and that the range of subjects offered in the summer teaching period will increase over time.

~~61.2~~ Summer teaching periods will be conducted on the following basis:

- ~~academic staff will not normally be required to undertake teaching and associated administrative duties in more than two (2) of the three (3) teaching periods in each 12-month period;~~
- ~~staff will normally have at least two (2) weeks free of teaching and marking between orthodox semesters and the summer teaching period;~~
- ~~the semester in which the staff member will not be required to teach will be determined by the Head of Department in which the staff member is employed after consultation with the staff member.~~

~~61.3~~ Consideration will be given to the impact on the workload and leave arrangements of professional staff as a consequence of conducting a summer teaching period and the possible need for additional staff during high workload periods.

~~61.4~~ A staff member aggrieved by a decision under clause 61.3 may access the Employment Related Grievance Resolution Procedure at clause 56.

### ~~602.~~ **OUTSIDE STUDY PROGRAMME (OSP) - TRANSFERABILITY OF SERVICE**

~~6402.1~~ This clause applies to academic staff at the level of lecturer and above, whether full-time or fractional, but does not apply to staff who are employed on a casual or sessional basis or to staff whose salaries are paid from external funds which make no provision for outside study programmes or professional experience programmes (OSP/PEP).

~~6402.2~~ When considering applications for OSP/PEP under its own rules, the University will recognise prior continuous paid full-time service with other Australian higher education institutions as qualifying service, provided that if a staff member has taken a period of time on OSP/PEP, that period will be taken into account in the consideration of an application.

- 6402.3 Eligibility for recognition of service with the releasing institution will be dependent upon continuity of employment between the releasing institutions and the University.
- 6402.4 If there is not more than two months between the cessation of employment with the releasing institution and commencement with the University, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.
- 6402.5 Recognition of longer breaks in service will be dependent upon the rules and practices of the University.
- 6402.6 Recognition of previous service other than as provided in this clause will continue to be a matter for the University to determine.
- 6402.7 This clause is not intended to extend eligibility to apply for OSP/PEP to any staff member who is not, at the Operative Date, eligible to apply for such leave under the rules of the University, nor is it intended to remove eligibility to apply for OSP/PEP from any staff member who was eligible under the rules of the University at 25 May 2001.

### 613. ONLINE TEACHING AND LEARNING

Online teaching and learning will be governed by University Policy. The policy will include that Teaching Associate staff members will not have sole academic responsibility for the development of an online teaching and learning course. However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the policy throughout and beyond the nominal life of this Agreement.

### 624. WORKING OFF-SHORE POLICY

- 6324.1 Working off-shore will be governed by University Policy. The policy will include:
- Right of staff to refuse unreasonable requests to work outside Australia;
  - Definition of an "unreasonable request" in relation to work outside Australia;
  - Provision of the means for communication with immediate family in Australia in the circumstances that a staff member is required to undertake work outside Australia;
  - Work-related travel;
  - Right to direct staff to return to Australia, where the University forms the view that it is unsafe for the staff member to remain offshore; and
  - A statement that casual professional and Teaching Associate staff members are not expected to work offshore.
- 6324.2 However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the policy throughout and beyond the nominal life of the Agreement.

### 635. PROFESSIONAL STAFF PERFORMANCE MANAGEMENT SCHEME PERFORMANCE DEVELOPMENT

#### Preamble

- 65.1 ~~Performance management at Monash University encourages the development and maintenance of a culture of continuous improvement within a productive, positive and harmonious work environment, where staff and supervisors work in partnership to achieve personal and professional goals aligned with the strategic and operational objectives of the University.~~
- 65.2 ~~This scheme is applicable to all professional staff (full time or part time, but excluding casual staff) inclusive of those at the top of the incremental scale.~~
- 65.3 ~~The objectives of the performance management scheme are as follows;~~
- ~~To ensure role clarity and reach agreement on annual goals of the position;~~
  - ~~To link individual performance and development planning to the goals and priorities of the work unit/department and the University more broadly;~~
  - ~~To provide feedback to the staff member and supervisor on a regular basis throughout the annual performance and review cycle (hereafter "annual cycle");~~
  - ~~To determine appropriate training in relation to the position and for career development purposes;~~
  - ~~To formally review, at least annually, achievement of agreed goals and provide feedback on performance based on self-assessment and discussion with the supervisor and/or the Head of Administrative Unit;~~
  - ~~To provide the basis for evaluative judgments to be made in relation to incremental progression;~~

- To plan performance goals and staff development/training activities for the next annual cycle; and
- To ensure that the workload is reasonably manageable and consistent with the continued health and safety of the staff member.

65.4 — Prior to undertaking supervisory responsibilities of the performance management scheme, each supervisor should complete training in the scheme and methods of giving feedback.

### **Incremental Progression**

65.5 — Incremental progression will be based on an assessment of satisfactory performance in accordance with the provisions of clause 65.9 or 65.12.

### **Initial meeting — establishing the performance and development plan (“the plan”)**

65.6 — The staff member and the supervisor will meet to agree on manageable goals and objectives to be pursued during the forthcoming annual performance and review cycle. The goals, against which to assess whether or not satisfactory progress has been made, and method of assessment will be documented in “the plan” and a copy kept by the supervisor and the staff member.

### **Regular discussion and ongoing, informal feedback**

65.7 — The supervisor and staff member will meet regularly during the annual cycle to discuss:

- the progress in achieving the goals and the support required;
- where necessary, any updated goals to reflect the changes to the work unit/department’s plans and priorities. The method of establishing satisfactory progress toward them will also be updated to take into account the shortened timeframe available.

Where applicable, changes to the staff member’s performance and development plan will be noted, including reasons for any changes required and a copy kept by the supervisor and the staff member.

### **Formal review meeting**

65.8 — At least three months and no more than six months before the increment of a staff member falls due, or the anniversary of the last incremental advancement in cases where the staff member has reached the top of the incremental scale for his/her classification level, the supervisor will convene a meeting at a mutually agreeable time to review the staff member’s performance over the past review period against the Plan.

65.9 — Where the staff member has made satisfactory progress, this will be noted in writing and a copy provided to both supervisor and staff member at the conclusion of the interview and the increment will be paid at the due date.

65.10 — Consideration will be given to granting accelerated increments within the staff member’s classification level in cases where it can be clearly demonstrated by the supervisor that the staff member has consistently exceeded the agreed performance level. Administrative units must have the capacity to fund such payments from within existing resources.

65.11 — Where the staff member has not made satisfactory progress towards meeting the goals of the plan for reasons which are within the staff member’s control, the supervisor will identify in writing the factors which have not been satisfactorily met. The report will specify the improvement required to achieve the goals and objectives, or satisfactory progress towards them, within the remaining timeframe and a copy will be provided to the supervisor, the Head of the Administrative Unit and the staff member within five working days of the interview.

65.12 — One month before an increment falls due, a staff member in receipt of advice under clause 65.11 above, will again meet with his/her supervisor to confirm whether or not the performance factors set have been met. Where they have, the staff member will be advised that the increment will be paid at the due date. Where they have not, the staff member will be advised in writing of the reasons that an increment will be withheld. A copy of this advice will be forwarded to the head of the Administrative Unit and the Divisional Director, Human Resources.

65.13 — A recommendation to withhold an increment may only be made by a supervisor or Head of Administrative Unit who has received training in performance management.

### **Review of the performance management process and the decision to withhold an increment**

65.14 — Where a disagreement arises between the supervisor and staff member about the setting of aims and objectives and this disagreement relates to workload, the process referred to in clause 56 may be accessed.

~~65.15 The staff member may seek a review of the decision to withhold an increment by written application to the relevant Divisional Director or Dean. A nominee each of the relevant Divisional Director or Dean and of the President of the Monash University NTEU Branch will consider the merits of the case. Persons ineligible for nomination will include the staff member concerned, the staff member's supervisor or Head of Administrative Unit or any staff member subject to the direction of that supervisor or Head of Administrative Unit, practising barristers or solicitors, or any person not a staff member of the University.~~

~~65.16 An increment is not to be withheld other than by utilising these procedures, subject to clause 54. Nor will it be withheld in circumstances where a staff member can demonstrate that he/she has been denied staff development and/or training necessary to achieve the goals or objectives agreed to be satisfactory performance in the position.~~

63.1 A performance review system applies to all continuing and fixed-term staff based on the compilation of a performance plan to be submitted by each staff member and approved by that staff member's supervisor. Staff will be provided with the opportunity to develop their skills and effectiveness within the University.

This system operates as an annual cycle with formal and informal reviews and feedback. This should include feedback from a range of people with whom the staff member interacts.

The supervisor will advise the staff member in writing of planned time-lines for the submission of the portfolio and of the timing of the formal meetings. The performance development of a supervisor will contain an upward appraisal component. That is, in the lead up to the completion of the supervisor's annual performance review, his/her supervisor will consult as appropriate with the supervisor's staff to provide feedback on their supervisor's performance as a supervisor.

63.2 The objectives of performance development at the University are to be achieved within reasonable timeframes within the annual cycle and are as follows:

- to determine appropriate training and development opportunities in relation to the position and for career development purposes;
- to provide feedback to the staff member and supervisor on a regular basis;
- to plan agreed performance goals and staff development/training activities for the next annual cycle;
- to link individual performance and development planning to the goals and priorities of the work unit/department and the University more broadly; and
- to ensure that the workload is manageable and consistent with the continued health and safety of the staff member.

63.3 All fixed-term and continuing staff will be required to participate in one formal performance review per annum, supported, where possible, by regular informal feedback meetings. Performance discussions will focus on the staff member's progress towards the goals established for the staff member and their career aspirations and will identify strategies for achieving these goals. Formal performance review discussions will be documented.

63.4 The principal elements to be covered in performance reviews and feedback discussions are:

- review of the role and/or responsibilities of the staff member, including objectives and skills and/or knowledge acquisition set in previous feedback discussions;
- consideration of the workload of the staff member (although staff members may raise workload issues with their supervisors whenever there is a concern or problem);
- acknowledgement of initiatives and achievements of the staff member;
- the development of a plan which includes staff or professional development activities and future performance objectives;
- feedback to the staff member on his or her performance against previously determined objectives and whether or not performance has been satisfactory; and
- feedback and coaching to the staff member on specific areas that would benefit from development.

63.5 Assessment of performance will be consistent with:



- whether the staff member has performed at an appropriate level for the staff member's appointment;
- the position description relevant to the staff member;
- the existence of non-traditional career paths;
- equity and access policies of the University; and
- enabling or mitigating circumstances.

63.6 Where a staff member's performance is determined by the supervisor to be unsatisfactory, the supervisor will identify in writing the factors which have not been satisfactorily met. The report will specify the improvement required to achieve the goals and objectives, or satisfactory progress towards them, and the proposed timelines for meeting the requirements for improvement. A copy of the report will be provided to the staff member, the supervisor and the head of unit.

#### **Incremental Advancement (Academic and Professional Staff)**

63.7 A staff member's entitlement to incremental progression will be based on the staff member's performance being assessed as satisfactory. Assessment of performance will be consistent with the annual performance review and clause 63.5 above.

63.8 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the staff member has consistently exceeded the required performance level.

63.9 Where the staff member's performance is not satisfactory and a supervisor proposes to withhold an increment from a staff member entitled to incremental progression, the supervisor will:

- advise the staff member of the reasons for the proposed withholding of the increment; and
- give the staff member an opportunity to respond to the reasons provided; and
- allow sufficient opportunity (usually at least three (3) months) for the staff member to improve performance to the standard required to progress to the next incremental step.

63.10 Where an increment is withheld the staff member may dispute the decision in accordance with the Employment Related Grievance Resolution Procedure starting the procedure at clause 56.9.

#### **Supervisors (Academic and Professional Staff)**

63.11 The nominated supervisor of a staff member will be the relevant immediate line manager unless the University nominates an alternative supervisor.

63.12 Prior to undertaking supervisory responsibilities under the performance development process, each supervisor will complete training in the process and methods of giving feedback.

#### **Academic Supervision**

63.13 Wherever possible, the academic line manager will be competent in the staff member's field of expertise.

63.14 Notwithstanding clause 63.11 above, the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics, provided such other academic staff member occupies a more senior position to the staff member being supervised.

63.15 Any academic staff member may request an alternative supervisor. Any request by a staff member for an alternative supervisor will be given due consideration by the Vice-Chancellor.

#### **646. PROFESSIONAL STAFF WORKLOADS**

646.1 The University does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the University's supervisors to ensure that unreasonable expectations are not put on staff

members which results in working excessive hours and it is the responsibility of staff members to ensure they are not working excessive hours.

~~6546.2 The management and regulation of professional staff workloads will be based on the processes set out below. Within six months of the commencement of this Agreement, a working party of two nominees of the Vice-Chancellor and two nominees of the President of the Monash University NTEU Branch will meet to consider reasonable and positive steps for implementation that the University can take to ensure that supervisors and staff understand and carry out their responsibilities under clause 64.1.~~

### **Individual Workload Review**

~~64.3 If a staff member is concerned with his/her workload, the staff member may request a workload review by discussing it with his/her supervisor. If the issue is not satisfactorily resolved through this process, the staff member may use the Employment Related Grievance Resolution Procedure to attempt to resolve the issue starting the procedure at clause 56.9.~~

### **Workload Review Committee**

~~6546.34~~ As part of the University's commitment to workload management a Professional Staff Workload Review Committee will be established.

~~6546.45~~ The Professional Staff Workload Review Committee will comprise two nominees of the University and two professional staff nominees of the President of the Monash University NTEU Branch.

~~6546.56~~ The Professional Staff Workload Review Committee will be responsible for reviewing identified professional staff workload problems at the work unit or occupational category level and to report to the University on the Committee's findings. In addition, the Committee will be able to make recommendations when all members of the Committee agree.

~~6546.67~~ Any recommendations of the Professional Staff Workload Review Committee will be forwarded to the ~~Divisional Executive~~ Director, ~~Human Resources-Monash HR~~ in order to seek approval from the University governing bodies in accordance with established University procedures. Approved recommendations will be implemented within a reasonable timeframe. Where an approved recommendation has not been implemented within six months of the recommendation being made the University officer responsible for the implementation will advise the Committee of the likely timeframe for that implementation and will report to the Committee at the end of that timeframe if implementation has still not occurred.

~~6546.78~~ The Workload Review Committee will meet at least annually, or at the request of either the University or two or more members of the Committee.

### **Individual Workload Review**

~~656.8 If a staff member is concerned with his/her workload, the staff member may request a workload review by discussing it with his/her supervisor. If the issue is not satisfactorily resolved through this process, the staff member may use the Employment Related Grievance Resolution Procedure to attempt to resolve the issue starting the procedure at clause 56.9.~~

## **657. PROFESSIONAL STAFF CLASSIFICATIONS**

~~6657.1~~ All professional staff positions will be classified according to the Professional Staff Position Classification Descriptors at Schedule 5. Positions will be classified at the level which most accurately reflects the work required to be performed, taking into account the duties and responsibilities of the position. To avoid doubt, this includes grant funded and research positions.

Where a position incumbent makes application for reclassification and the application is not approved by the relevant ~~u~~University Classification Committee, the Committee will provide the incumbent and the supervisor of the position with written reasons for the decision.

~~65.2~~ The following general principles apply to classification decisions:

(a) All positions are subject to clause 65.1, irrespective of funding source, and budgetary considerations will not be taken into account when classifying a position;

(b) The classification will be of the position not the occupant;

(c) Classification decisions will be based on an assessment of the documentation of positions against the Classification Descriptors in Schedule 5; and

(d) Particular regard will be had of pay equity principles and the classification descriptors will be applied consistently across positions.

These processes apply to staff members at all Higher Education Worker (HEW) levels except those on performance-based contracts (PBCs).

### **65.3 Position Description**

65.3.1 Each fixed-term or continuing position should have a position description. The position description will always be used as part of the documentation to determine the appropriate classification of a position against the Classification Descriptors.

65.3.2 Where a casual position has been held on a regular basis for more than 12 months, it should have a written position description.

65.3.3 Every position description should be reviewed under the performance development process.

## **668. PROGRESSION THROUGH CLASSIFICATION LEVELS**

6768.1 A professional staff member may progress through the classification levels by the following means:

- (a) A written application for a review of the classification due to the changed requirements of the position and irrespective of the incumbent's performance; or
- (b) Positions may be reviewed and reclassified through the normal internal process and, if disputed by the incumbent, reviewed by the Classification Review Committee; or
- (c) Reclassification to a higher level through progressive job redesign involving a significant degree of increased responsibility or job complexity. Reclassification to a higher level will normally be at the minimum step of the new level; or
- (d) By appointment to a vacant position through the University's recruitment and selection processes.

6768.2 Where the current requirements of the position indicate that a review of classification of the position is appropriate, an updated position description and review proposal form are to be prepared in the preferred University format, signed by the staff member, approved by the supervisor and Head of Administrative Unit, and then forwarded with a letter of request for review of the classification to the appropriate University officer, who shall forward it to the appropriate Classification Committee for application of clause 65. Lack of budgetary provision for payment at a higher level should reclassification proceed from this process shall not prevent the forwarding of a reclassification claim to the Classification Review Committee.

66.3 Where the content of a position description, or a proposal that forms the basis of a reclassification application, is in dispute the position description may be referred to a Position Description Review Committee made up of one University HR representative and one NTEU representative along with the supervisor and staff member. The Committee will attempt to reach agreement on the position description so that it can be processed by the relevant Classification Committee. Where the position description is subsequently reclassified by the Classification Committee, the date of effect of the reclassification will be no later than two months from the time discussions between the supervisor and staff member began. Should the Position Description Review Committee fail to reach agreement on the position description the staff member may request that the matter be referred to the Dispute Resolution Procedure at clause 12.

## **679. JOB REDESIGN**

6879.1 It is important that positions are capable of being designed to maximise efficiency and productivity in the workplace. Job redesign can occur due to organisational change or requirements or through change in the nature of the duties required to be performed and may not necessarily result in a reclassification beyond the level of the position being redesigned.

6879.2 The staff member who occupies the position to be redesigned will be consulted prior to any change being made, and any changes will normally be made by mutual agreement between the University and the staff member. However, management prerogative will be maintained on allocation of duties and responsibilities. If the staff member chooses, the staff member will have the right to have a Representative of his/her choice present during all discussions.

6879.3 The staff member will not incur any loss of salary or diminution of conditions as a consequence of job redesign. Appropriate training will be provided to assist a staff member to perform all the duties of the redesigned position to the required standard.

## **6870. DISPUTED CLASSIFICATIONS**

### **Classification Review Committee**

**69870.1** A staff member aggrieved by a review of classification decision may apply for a review of the decision by the Classification Review Committee, which will comprise the following members who will be trained in the use of the classification descriptors:

- (a) the nominee of the ~~Vice-President (Administration)~~Chief Operating Officer;
- (b) a nominee of the Dean/Divisional Director of the area in which the staff member is located; and
- (c) two nominees of the NTEU Branch President.

All nominees will be selected in a timely fashion.

The application to the Classification Review Committee will attach the position description and the review proposal form for the Committee's reference.

**69870.2** The Committee will take into account relativities with other comparable positions across the University when considering the application and will act in accordance with the following terms of reference:

- only written submissions will be considered before commencing its review;
- further clarification or information to assist in the review process may be requested;
- the incumbent or immediate supervisors may be interviewed;
- where appropriate the workplace may be visited;
- requests for review will be dealt with and concluded expeditiously and preferably within one month of lodgment; and
- the position description, proposal form and the Professional Staff Classification Descriptors will be used for evaluation.

### **Position Description Review Committee**

**6970.3** ~~Where the content of a position description, or a proposal that forms the basis of a reclassification application, is in dispute the position description may be referred to a Position Description Review Committee made up of one University HR representative and one NTEU representative along with the supervisor and staff member. The Committee will attempt to reach agreement on the position description so that it can be processed by the relevant Classification Committee. Where the position description is subsequently reclassified by the Classification Committee, the date of effect of the reclassification will be no later than two months from the time discussions between the supervisor and staff member began. Should the Committee fail to reach agreement on the position description the staff member may request that the matter be referred to the Dispute Resolution Procedure at clause 12.~~

## **7169. CLASSIFICATION LINKING**

### **Levels 1 to 2**

Staff members appointed to Level 1 will have access to progression to Level 2 without promotion to a higher position in the following circumstances:

- they have the skill, achieved either through training or experience, or a combination of both, to warrant such progression; and
- they perform duties which require the skill levels at Level 2.

### **Levels 3 to 4**

Staff members appointed to Level 3 will have access to progression to Level 4 without promotion to a higher position where they can show:

- A requirement to perform, or demonstration of having performed in the current position, a range of duties which require skill levels at the higher level (e.g. multi-skilling); and
- Attainment of the appropriate skill level, achieved through training or a combination of both, to warrant such progression; and
- Effective performance as per the relevant position descriptor level for at least one year.

### **Further Linking**

The classification linking of professional staff from HEW Levels 2-3, 4-5, 5-6, and 6-7 will be governed by University policy. However, nothing in this Agreement prevents the University, in its discretion from amending or varying that policy throughout and beyond the nominal life of the Agreement.

## 702. INDIGENOUS EMPLOYMENT

The University ~~will develop in conjunction with NTEU and implement~~has an Aboriginal and Torres Strait Islander employment strategy which recognises that a supportive working environment for Aboriginal and Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait Islander self-determination, social and restorative justice, and cultural affirmation, the University through implementation of the Aboriginal and Torres Strait Islander employment strategy will:

- (a) maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency.
- (b) increase, encourage and foster Indigenous employment and participation at all levels of work activity.
- (c) maintain the Indigenous staff mentoring program and will make adjustments to the ordinary duties of Indigenous staff to facilitate their full participation in it. An Indigenous staff member will develop a performance development plan in consultation with his/her supervisor and with the participation of the ~~Manager, Advancing Indigenous Employment~~ Coordinator if requested.
- (d) facilitate and encourage the direct involvement of Indigenous staff in determining their own career strategies, goals and objectives.
- (e) use its best endeavours ~~to appoint at least 10 additional Indigenous Australian staff members per year to achieve the employment targets set out at clause 70.2 below~~ across the full range of employment types ~~(independent of the three Fellowships reserved for offer to eligible Indigenous staff at clause 16.19)~~ and assist Indigenous staff in their training and career development in order to promote retention.
- (f) assign responsibility to the University's ~~Advancing Indigenous Employment Standing Committee~~ Indigenous Advisory Council to oversee fulfilment of these targets.
- (g) assign a senior Indigenous position within the University with responsibility for ~~Indigenous matters~~ and to work with the ~~Manager, Advancing Indigenous Employment~~ Coordinator.
- (h) promote and encourage relevant cultural events within the Monash community and the provision of appropriate cultural training for staff working with Indigenous Australian staff members.

### 70.1 Employment Targets

The University will use its best endeavours to achieve the Indigenous staff employment targets below.

	<u>31 March 2013</u>	<u>31 March 2014</u>	<u>31 March 2015</u>	<u>31 March 2016</u>
<b>FTE Indigenous Staff</b>	<u>35</u>	<u>41</u>	<u>47</u>	<u>54</u>

Should it be apparent to the University or the NTEU at any stage that the 30 June 2016 target may not be met, a meeting of the Indigenous Employment Working Party will convene. This meeting is to be held within one month of a request unless otherwise agreed between the University and the NTEU, with a view to determining what measures need to be taken to ensure that the 30 June 2016 target will be met. The full implementation of any measures so agreed by the Working Party will be taken as compliance with the Aboriginal and Torres Strait Islander employment strategy.

### 70.2 Indigenous Employment Working Party

In order to implement the terms of this clause, a working party of the University's Indigenous Advisory Council will be established to be known as the Indigenous Employment Working Party. The Provost or nominee will serve as Chair of the Working Party and other members of the Working Party will include:

- (a) the Director, Monash Indigenous Centre or alternate;
- (b) the Director, Indigenous Engagement or alternate;
- (c) the Manager, Indigenous Employment or alternate;
- (d) the Executive Director, Monash HR or alternate;
- (e) the President of the NTEU Monash Branch (or his/her nominee); and
- (f) two Indigenous staff members employed by the University and nominated by the NTEU.

Any other members for appointment to the Working Party will be at the discretion of the Indigenous Advisory Council.

The functions of the Working Party will include:

- (a) Examination of higher education staff data as reported to the relevant Commonwealth agency in order to establish the accuracy of those statistics as they relate to the University.
- (b) Receiving annual reports by 31 May each year and quarterly reports of progress.
- (c) Development of a series of performance indicators for the University's Aboriginal and Torres Strait Islander employment strategy which address:

- (i) access to ceremonial leave for the participation of Indigenous staff in cultural and ceremonial activities;
- (ii) professional and career development opportunities for Indigenous staff;
- (iii) the classifications of positions and modes of employment (ie. casual, fixed-term or continuing) occupied by Indigenous staff as compared with non-Indigenous staff in terms of numbers and FTEs; and
- (iv) retention and promotion of Indigenous staff.

Within six months of the commencement of operation of this Agreement, the Working Party will embark on the development of policy affecting the employment conditions of Indigenous staff regarding:

- (a) workload regulation;
- (b) study leave;
- (c) promotion

and any other matters referred for the attention of the Working Party by the Indigenous Advisory Council. These specific policy provisions will recognise the importance of Indigenous knowledge, learning and community links. They will be based on policy provisions applying generally to academic or professional staff of the University but will vary, where necessary, working hours/workloads, promotion application criteria, and reporting requirements.

## **PART J - PROFESSIONAL STAFF CONDITIONS**

### **713. HOURS OF DUTY**

7213.1 The ordinary hours of duty of professional staff will be determined by the University in accordance with this clause.

7213.2 The ordinary hours of duty will not exceed an average of 36.75 per week to be worked in accordance with one of the following:

- 36.75 hours within a work cycle not exceeding 7 consecutive days;
- 73.5 hours within a work cycle not exceeding 14 consecutive days;
- 110.25 hours within a work cycle not exceeding 21 consecutive days;
- 147 hours within a work cycle not exceeding 28 consecutive days.

7213.3 The ordinary hours of duty for professional staff members other than shift staff members will be worked:

- on any or all of the days of the week, Monday to Friday; and
- continuously, except for meal breaks, between ~~8:00am and 6:00pm~~ 7:00am and 9:00pm.

7213.4 The ordinary hours of duty for professional staff members working shift arrangements will be worked continuously each shift except for meal breaks and will not exceed 10 hours inclusive of meal breaks in any single shift, and will be worked in accordance with clause 7657.

### **724. SPAN OF HOURS**

7324.1 Notwithstanding any other provisions of this Agreement the University may during the period Monday to Friday, and by agreement with the staff member(s) concerned, establish an arrangement for extended shifts of up to nine hours thirty minutes (exclusive of meal breaks) which would not attract shift penalty. A staff member so agreeing would not be required to work on more than 80% of the ordinary working days (Monday to Friday). No formal offer of, or agreement to such an arrangement shall be made to any staff member until at least 21 days' notice has been given to the NTEU Monash University Branch and agreement has occurred between the NTEU Monash University Branch and the University.

7324.2 Work arrangements existing at 3 March 1991 where work is performed outside of the span of ordinary hours are permitted to continue without payment of shift penalties, where these work patterns have been recorded and filed with Monash HR the Human Resources Division (or its predecessors).

### **735. MEAL BREAKS**

7435.1 A staff member will not be required to work more than five consecutive hours without a break for a meal.

7435.2 A meal break will be at least 30 minutes but not more than one hour.

7435.3 Time taken as meal breaks will not be paid for and will not be counted as time worked.

#### 746. OVERTIME AND TIME OFF IN LIEU

7546.1 Subject to this clause, all authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 7213 will be overtime and will be paid for at overtime rates in accordance with this clause.

7546.2 Where the ordinary hours of duty are fixed, each day's work will stand alone in computing overtime and overtime rates will apply to all time worked in excess of or outside of the fixed hours.

7546.3 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle will be computed and overtime rates will apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

7546.4 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight will be deemed to have been performed on the day the overtime commenced.

7546.5 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime will be deemed to have been worked on the day for which the higher rate is payable.

7546.6 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.

7546.7 The salary of a staff member for the purposes of computation of overtime will not include shift work allowances or the casual loading but will include higher duties allowance and any other allowance in the nature of salary.

7546.8 Payment for overtime calculated for any period in accordance with the provisions of this clause will not be subject to any limitation in amount within a work cycle as defined at clause 7213.

7546.9 Subject to clause 7546.10 below, the following rates will apply in respect of overtime:

Table KJ

	Time worked	Overtime payment
Staff members other than shift staff members	Monday to Saturday inclusive	Ordinary rate of pay plus an additional 50% of the ordinary rate of pay for the first three hours. Thereafter ordinary rate plus an additional 100% of the ordinary rate of pay.
Staff members other than shift staff members	Sunday	Ordinary rate of pay plus an additional 100% of the ordinary rate of pay
All staff members	University holiday	Ordinary rate of pay plus an additional 150% of the ordinary rate of pay
Shift staff members	Except on a University holiday	Ordinary rate of pay plus an additional 100% of the ordinary rate of pay

7546.10 A staff member in receipt of a salary in excess of that prescribed for the top of the scale for Higher Education Worker (HEW) level 7 will not be eligible to receive payment for overtime but will be allowed time off equivalent to the period of overtime worked. A staff member in receipt of a salary not exceeding that prescribed for the top of the scale for a Higher Education Worker (HEW) level 7 may, by mutual agreement between the staff member and the University reached prior to overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as is prescribed in clause 7546.9 above for payment for overtime worked.

The process for taking time off in lieu of overtime will be in accordance with the following provisions and there will be no entitlement to be paid for any accrued time off in lieu of overtime that has not been taken at the time of ~~termination~~ cessation of employment:

- (a) ~~A staff member who has accrued time off in lieu of overtime (TOIL) is entitled to take TOIL in accordance with the following provisions. Such overtime~~ Overtime, including the anticipated date for taking the TOIL, must be approved in advance and the approval must be recorded in writing to prevent any dispute as to the authorisation of either the overtime or the date at which the TOIL is to be taken.

- (b) It is not reasonable to limit use of accrued TOIL or to accrue an excessive amount of TOIL such that the staff member is unable to utilise the time off in an acceptable timeframe in accordance with these provisions.
- (c) The date of taking the accrued ~~time~~TOIL will be within six months of accrual and by mutual agreement between the staff member and manager. If the staff member and the manager are unable to agree upon the time of taking of the TOIL, the staff member may refer the matter to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member's supervisor, the staff member may refer the matter to the Executive Divisional Director, Human Resources Monash HR. Where the Divisional Executive Director, Human Resources Monash HR is the staff member's supervisor, the staff member may then refer the matter to the Vice-President (Administration) Chief Operating Officer. It is expected that such referrals would be determined within four working weeks of the staff member's request.
- (d) TOIL that has not been taken, in accordance with paragraph (a) above within a six-month period from the accrual will be forfeited, unless the staff member has requested the decision relating to the time of taking the accrued TOIL be referred to the Divisional Director/Dean, the Executive Director, Monash HR, or the Chief Operating Officer, as applicable. In such instances the six-month period will run from the date of the Divisional Director/Dean's decision of the Divisional Director/Dean, the Executive Director, Monash HR, or the Chief Operating Officer, as applicable.
- (e) Under exceptional circumstances and notwithstanding paragraph (d) above, the Executive Divisional Director, Human Resources Monash HR (or the Chief Operating Officer where the Executive Director, Monash HR is the staff member's supervisor) may at the request of the staff member proposedetermine alternative arrangements for taking TOIL provided that the staff member's request is received within 12 months of the TOIL accrual. The determination of the Executive Director, Monash HR may include alternative arrangements which allow TOIL to be taken within a period up to 12 months from the date of accrual provided that:
- (i) the staff member has already exhausted the options available under paragraph (c) above; and
  - (ii) the staff member demonstrates that his/her TOIL cannot be taken within six months of accrual (or, where applicable, within six months of the decision of the Divisional Director, Dean, the Executive Director, Monash HR, or the Chief Operating Officer) due to circumstances outside the control of the staff member.

## No Unreasonable Overtime

7546.11 The University may require a staff member to work reasonable overtime and payment will be made in accordance with this clause. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

- any risk to staff health and safety;
- the staff member's personal circumstances including any family responsibilities;
- the needs of the University;
- the notice (if any) given by the University of the overtime and by the staff member of his/her intention to refuse it; and
- any other relevant matter.

## 757. SHIFT WORK

7657.1 The provisions of this clause will not apply to staff members whose salary exceeds that prescribed for the top of the scale for Higher Education Worker (HEW) level 7.

7657.2 For the purposes of this clause:

- "day shift" means any shift starting at or after 6am and finishing at or before 6pm;
- "afternoon shift" means any shift finishing after 6pm and at or before midnight;
- "night shift" means any shift finishing after midnight and at or before 8am;
- "ordinary rate of pay" includes higher duties allowance (and any other allowance in the nature of salary) where the staff member is entitled to payment of such allowance whilst working his/her shift;
- "ordinary shift" means any shift on which a shift worker is rostered for duty within the ordinary working hours of the staff member and according to the relevant roster cycle;
- ~~"overtime shift" means any shift worked by a shift worker in excess of five shifts per week;~~
- "relevant roster cycle" means a sequence of shifts in a roster to be normally worked by a staff member in the ordinary working hours of the staff member and arranged so as to form a recurring cycle of five days on shift and two days off per week;



- "rostered shift" has the same meaning as "shift";
- "shift" means a continuous period of work during which a shift worker is rostered for duty;
- "week" means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.

**7657.3** Except as provided in clause **7657.4** below, a staff member engaged on an afternoon or night shift will for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate of pay plus an additional 15% of his/her ordinary rate of pay.

**7657.4** A staff member required to work an ordinary shift on a Saturday, a Sunday or a holiday shall be paid ordinary rate of pay plus:

- on a Saturday an additional 50% of his/her ordinary rate of pay
- on a Sunday an additional 100% of his/her ordinary rate of pay
- on a holiday an additional 150% of his/her ordinary rate of pay

**7657.5** A shift worker whose day(s) off in his/her roster cycle falls on a holiday observed by the University shall be granted one day's leave in lieu of each such holiday.

**7657.6** A staff member who without 72 hours' notice is:

- transferred from day work to shift work;
- transferred from one shift roster to another shift roster;
- transferred to an unrostered shift; or
- transferred to another shift within the roster;

will be paid an additional allowance of 50% of the ordinary rate of pay of the staff member, for any day, afternoon or night shift to which the staff member is so transferred and which occurs before the expiry of 72 hours' notice of the transfer provided that the allowance will be payable only to a staff member in receipt of an allowance under clause **7657.3** above. In such case the allowance provided under this clause **7657.6** will be payable in lieu of the allowance provided under clause **7657.3** above.

**7657.7** Unless mutually agreed between a staff member and the University, shift rosters will be arranged so as to provide for shifts to be rotated on a weekly basis.

**7657.8** A staff member whose ordinary hours of duty are performed over seven days a week including Sundays and holidays shall be entitled to additional annual leave as prescribed by clause **36.235 and Schedule 5**.

**PART K - ALLOWANCES, LOADINGS AND LIKE PAYMENTS MISCELLANEOUS PROVISIONS**

**768. TRAVELLING, MEAL, VEHICLE AND RELATED EXPENDITURE, MEAL AND VEHICLE ALLOWANCE**

**7768.1** A staff member who, at the direction of the University, is absent on University business shall be reimbursed for reasonable expenses upon proof of receipts to cover the costs of travel, meals, incidental expenses and/or accommodation, in accordance with the following:

- A staff member who at the direction of the University is absent overnight on University business will be ~~reimbursed paid an allowance to cover~~ the costs of meals, accommodation and incidental expenditure up to or below the amounts published in in accordance with the Australian Taxation Office (ATO) guidelines as at 1 July each year.
- Meal ~~costs up to or below the amounts published in allowances in accordance with~~ the ATO guidelines as at 1 July each year will be ~~reimbursed payable~~ where a staff member commences travelling earlier or is absent later than the following respective time or times:

**Table LK**

	Time of Leaving	Time of returning
<b>Breakfast</b>	7:00am	7:00am
<b>Lunch</b>	1:00pm	1:00pm
<b>Dinner</b>	7:00pm	7:00pm

- (c) ~~Reimbursement for An~~ incidental expenditure up to or below the amount published in ~~allowance in accordance with~~ the ATO guidelines as at 1 July each year will be payable for each 24-hour period or part thereof during which a staff member is absent on University business overnight.
- (d) A staff member absent from the University, where the absence does not extend overnight, may claim payment for meals if expense has been incurred in the purchase of a meal or meals during the period of absence, as follows:
- (i) If absent for breakfast only, expenses for that meal may be claimed. To be considered as having been absent for breakfast, a staff member must have departed from his/her home not later than 6:30am.
  - (ii) If absent for lunch only, a staff member is not entitled to claim for that meal. To be considered as having been absent for lunch the staff member must have been absent from the University during the usual lunch period.
  - (iii) If absent for dinner only, a staff member may claim expenses for that meal. To be considered as having been absent for dinner the staff member must have returned to the University not earlier than 7:00pm or to his/her home not earlier than 7:30pm.
  - (iv) If absent for two meals the staff member may claim expenses for one meal. To be considered as having been absent for two meals the staff member must have been absent for any two meals as provided in (i) to (iii) inclusive.
  - (v) If absent for at least 13 hours, and such absence covers three meals as shown in (i) to (iii) inclusive, the staff member may claim expenses for three meals.

~~The amount payable as expense for meals will be \$13.40 for breakfast, \$14.20 for lunch and \$24.80 for dinner.~~ Provided that reimbursement may be made only where expenditure on meals is incurred. Any meal or meals supplied free of additional charge by a transport authority will not be included in the calculation of the amount to be reimbursed.

- (e) Unless the University otherwise determines, ~~reimbursement the allowances prescribed elsewhere in this policy~~ will only be payable in relation to duties undertaken by a staff member outside an area of 24 kilometres radius of the University.
- (f) A staff member required by the University to travel by train will be reimbursed by the University any reasonable amount paid by the staff member for a sleeping berth on the train, ~~in which case the staff member would not be entitled to the accommodation component of the travelling allowance. Where the train fare on an overnight journey including meals and sleeping accommodation, is paid by the University, the staff member will only be entitled to the incidentals component of the travelling allowance.~~
- ~~(g) Where the actual and necessary expenses incurred by a staff member travelling in the course of his/her duties exceed the amount that would be payable to the staff member under the foregoing provisions of this policy, the University may pay the staff member the amount of the expenses reasonably incurred by the staff member in lieu of the amount prescribed by the foregoing provisions of this policy.~~
- ~~(h) Academic staff members are not eligible for any allowances for part-day attendance for normal University duties at another campus.~~
- (gi) If the University is satisfied that the rates set out in clause ~~786~~.10 of the Agreement are inadequate having regard to the nature of the travel or the additional expenses have been necessarily and reasonably incurred by a staff member in the course of the duties of the staff member, the University may approve of payment to the staff member of the additional expenses so incurred.

(h) Other than:

- in exceptional circumstances; or
- where the staff member has obtained an approved cash advance under clause 76.5 of this Agreement and has yet to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred; or
- where the staff member is subject to the recovery of overpayment provisions of clause 22.4 of this Agreement pursuant to clause 76.6,

a completed valid claim for reimbursement submitted to the appropriate University representative (as identified by the University to the staff member) will be approved and paid by the University within 25 working days of submission.

For the purposes of this clause, a valid claim for reimbursement may only be made for expenditure that is incurred for official and authorised University business and necessary for a staff member's work and does not include:

- claims made more than six months after the date the expenses were incurred, unless evidence of exceptional circumstances is provided to the Director, Purchasing to Payment Services;
- claims for purchases of goods and/or services from University staff or the claimant's company or family members;
- claims for fines incurred; or
- claims for University parking permits.

### **Travelling and Related Expenditure (Intrastate, Interstate and Overseas)**

7768.2 Staff members who travel on University business may be issued with a corporate credit card, to which any reasonable expenses incurred whilst travelling on approved University business may be charged.

7768.3 The staff member, prior to travelling and incurring the expense, will advise and seek approval from his/her supervisor or Head of School/Department/Section as to travelling arrangements and where he/she intends to stay. Such accommodation will be of a reasonable standard. If there is any dispute regarding the travel arrangements, attempts will be made to resolve the issue between the relevant staff member (who may choose to be assisted by a Representative) and management of the particular School/Department/Section.

7768.4 Where possible, all reasonable University business related expenses will be incurred on the corporate credit card in accordance with University Policy.

7768.5 Where corporate credit card facilities are not available, the staff member will obtain a receipt or other satisfactory evidence of reasonable personal expenses incurred whilst travelling on approved University business and this amount, if approved, will be reimbursed. Alternatively a cash advance may be approved in advance by the supervisor or Head of Administrative Unit but only in cases of field trips, travel to remote locations or hardship as determined by the University.

7768.6 If a cash advance is approved in accordance with clause 786.5, upon return from travel the staff member is required to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred. If the value of the actual University business related expenses incurred is less than the value of the cash advance, the staff member is required to return the balance of the cash advance to the University within seven days of return from travel. Should the staff member:

- fail to return the balance of the cash advance to the University within seven days of return from travel; or
- be found by the University to have used the cash advance toward expenses that are deemed not to be reasonable University business related expenses; then

the procedure at clause 22.4 of this Agreement regarding recovery of overpayments shall apply.

### **Reimbursement of Fares**

7768.7 Unless otherwise authorised, a staff member required by the University to travel on University business will travel by public transport or University supplied vehicle.

7768.8 If costs are incurred by a staff member in travelling, including authorised use of a taxi, the staff member will, upon production to the University of receipts for such travel, be reimbursed by the University for the cost thereof.

7768.9 Where the University authorises the use by the staff member of a taxi, or a hire car through the University's preferred hire car supplier and the initial cost thereof is borne by the staff member, reimbursement of such cost will be made to the staff member by the University upon production to the University of receipts for such cost. The rental cost of the vehicle should, where possible, be paid through the corporate credit card.

### **Vehicle Allowance**

7768.10 Where a staff member is authorised by the University to use the staff member's privately owned vehicle for University business for travel within Australia, he/she will be paid an allowance through the payroll system in accordance with the Australian Taxation Office (ATO) guidelines as at 1 July each year or such greater amount as the University determines.

## **77. CHANGES TO ROSTERS OR HOURS OF WORK**

77.1 Where the University proposes to change a staff member's roster or ordinary hours of work, the University must consult with the staff member or staff members affected and their representatives, if any, about the proposed change.

77.2 The University must:

- (a) provide to the staff member or staff members affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the staff member's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the staff member or staff members affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.

77.3 The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours.

77.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

#### **ALLOWANCES APPLICABLE TO PROFESSIONAL STAFF ONLY**

##### **789. HIGHER DUTIES ALLOWANCE**

789.1 A staff member who is required to act in a position of higher classification than that which the staff member occupies will be paid an allowance computed in accordance with this clause.

##### **Qualification for allowance**

789.2 A professional staff member who is required to act in a position of higher classification than that which the professional staff member occupies shall be paid a higher duties allowance. The minimum period of acting in a higher level position with a classification of up to HEW 7 shall be more than two weeks. The minimum period of acting in a higher level position with a classification above HEW 7 shall be more than four weeks. Where a staff member has acted in a higher level position for the applicable qualifying period of more than two or four weeks, the higher duties allowance will be payable from the date the staff member commenced performing the higher duties.

789.3 For the purposes of determining the minimum periods as outlined above, holidays shall count when the acting at the higher level takes place both before and after the holiday.

789.4 The higher duties allowance shall be the difference between the professional staff member's substantive salary and the minimum salary point of the higher level position.

789.5 If the professional staff member is not performing the full range of the duties of the higher level position, he/she shall be paid a pro rata amount of the difference between the staff member's substantive salary and the minimum salary point of the higher level position.

789.6 A professional staff member shall be eligible to receive an increment at the higher level position if they have served for a continuous period of 12 months at the higher level, or a total period of 12 months over a 24-month period.

789.7 If a professional staff member is promoted to the higher level position, they shall not suffer any reduction in remuneration and shall be promoted on the same incremental level at which they were acting.

789.8 Any periods of acting at the higher level shall be taken into account in determining future increments should a professional staff member be promoted to the higher level.

789.9 A professional staff member who is acting in a higher level position shall be entitled to continue to receive a higher duties allowance when they proceed on paid leave or a rostered day off, other than long service leave, provided the acting in the higher level position would have continued but for the taking of leave.

##### **7980. OVERTIME MEAL ALLOWANCE**

~~79.180.1 An overtime meal allowance will be paid to staff members who are required:~~

- ~~• after the completion of his/her ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;~~
- ~~• after completion of his/her ordinary hours of duty for the day, to perform overtime duty which involves his/her attendance without a break up to the completion of, or after, the meal period which occurs next after that completion;~~
- ~~• to perform duty on a day before the time at which his/her ordinary hours of duty for the day commence, is granted a break for a meal before that time and is not entitled to payment for that break;~~
- ~~• to perform duty extending beyond a meal break on a day on which, apart from the requirement, he/she would not perform duty and is not entitled to payment for that meal break.~~

~~After working 10 hours on any day as one continuous period, including any ordinary time worked, a professional staff member will be entitled to an unpaid meal break of 30 minutes and to be paid an overtime meal allowance, provided that he/she is required to resume working overtime after that meal break.~~

~~If the overtime continues for a further five hours after the meal break, a further unpaid meal break of 30 minutes will be taken and another overtime meal allowance will be paid, provided that the professional staff member is again required to resume working overtime after that subsequent meal break.~~

The quantum of the allowance will be ~~\$17.45~~18.60 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Foods Sub-group CPI index figure (as published by the Australian Bureau of Statistics for the Eight Capitals CPI (Cat No. 6401.0)) at the commencement of the first full pay period on or after 31 March and at the commencement of the first full pay period on or after 31 October each year during the nominal period of operation of this Agreement.

~~7980.2 Where a three-course meal is obtainable by the staff member at the University, the amount of overtime meal allowance payable will be the cost of the meal or the quantum prescribed by clause 80.1, whichever is the lesser amount.~~

~~7980.3 A staff member who is required to perform any of the duties specified in this clause will be paid an overtime meal allowance where the staff member cannot reasonably be expected to return to his/her home or lodgings for a meal between the time at which the staff member ceases duty before the meal and the time at which the staff member is required to commence duty after the meal.~~

~~7980.4 For the purposes of clause 7980.1 "meal period" means~~

- ~~• the period between the hours of 7.00am and 9.00am;~~
- ~~• the period between the hours of 12 noon and 2.00pm;~~
- ~~• the period between the hours of 6.00 p.m. and 7.00pm; and~~
- ~~• the period between the hours of 12 midnight and 1.00am.~~

## **804. MOTORCYCLE AND BICYCLE ALLOWANCE**

~~804.1~~ Where a staff member is authorised by the University to use the staff member's privately owned or hired motorcycle for official purposes (including authorised travel between campuses), the staff member will be reimbursed the actual expenses he/she incurs for petrol and oil.

~~804.2~~ Where a staff member is authorised by the University to use the staff member's privately owned or hired bicycle for official purposes (including authorised travel between campuses), the staff member will be paid a bicycle allowance per day or part thereof in which the bicycle is used. The allowance payable will be 0.15% of the weekly rate derived from the HEW level 3, step 7 annual salary.

## **812. SLEEP OVER ALLOWANCE**

~~812.1~~ Where the University requires a staff member not permanently residing on the University campus to sleep-over on University premises for a period outside the ordinary hours of duty of the staff member, the staff member will be entitled to an allowance per sleep-over period in accordance with existing University Policy in relation to sleep over allowances. The allowance payable will be \$43.60 or 5.31%

of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

#### **ALLOWANCES AND LOADINGS APPLICABLE TO ACADEMIC STAFF ONLY**

##### **823. CAMPING ALLOWANCE**

823.1 Staff members who in the course of authorised field duty are required to camp overnight will be paid a camping allowance for each night they are required to camp in accordance with University Policy. The allowance payable will be \$16.70 or 2.0% of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

##### **834. PROFESSORIAL AND CLINICAL LOADINGS**

834.1 The University may pay loadings to its professorial and other eligible staff as follows

- The clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care will be ~~\$21,893,48,602~~ per annum.
- The para-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school will be ~~\$14,6122,417~~ per annum.
- The pre-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school will be ~~\$10,9609,342~~ per annum.
- Whether a member of staff is entitled to a full clinical loading rather than to a loading of ~~\$14,6122,417~~ or ~~\$10,9609,342~~ per annum will be determined by the University in the light of the nature and extent of the staff member's patient-care responsibilities.
- The dentally-qualified clinical loading for a dentally qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students will be ~~\$10,9609,342~~ per annum.

834.2 Application

- All clinical loadings will be superannuable and will be paid to members of staff entitled thereto during periods of study leave, annual leave and long service leave.
- The loadings as provided above will be adjusted in line with salary increases specified in clause 21.

**SCHEDULE 1**

**SCHEDULE 1 – ANNUAL SALARY RATES**

**1. Professional Staff Annual Salary Rates (pending settlement)**

HEW Level	Salary Step	As From 12/4/08	2% As From FFPOA# 31/3/09	1.5% As From FFPOA# 31/10/09	2% As From FFPOA# 31/3/10	2% As From FFPOA# 31/10/10	2% As From FFPOA# 31/3/11	3% As From FFPOA# 31/10/11	4% As From FFPOA# 31/03/12/4/12
HEW 1	3	\$34,484	\$35,174	\$35,702	\$36,416	\$37,144	\$37,887	\$39,024	\$40,585
	2	\$35,187	\$35,891	\$36,429	\$37,158	\$37,901	\$38,659	\$39,819	\$41,412
	1	\$35,892	\$36,610	\$37,159	\$37,902	\$38,660	\$39,433	\$40,616	\$42,241
HEW 2	3	\$37,227	\$37,972	\$38,542	\$39,313	\$40,099	\$40,901	\$42,128	\$43,813
	2	\$37,970	\$38,729	\$39,310	\$40,096	\$40,898	\$41,716	\$42,967	\$44,686
	1	\$38,717	\$39,491	\$40,083	\$40,885	\$41,703	\$42,537	\$43,813	\$45,566
HEW 3	7	\$39,186	\$39,970	\$40,570	\$41,381	\$42,209	\$43,053	\$44,345	\$46,119
	6	\$39,968	\$40,767	\$41,379	\$42,207	\$43,051	\$43,912	\$45,229	\$47,038
	5	\$40,754	\$41,569	\$42,193	\$43,037	\$43,898	\$44,776	\$46,119	\$47,964
	4	\$41,576	\$42,408	\$43,044	\$43,905	\$44,783	\$45,679	\$47,049	\$48,931
	3	\$42,399	\$43,247	\$43,896	\$44,774	\$45,669	\$46,582	\$47,979	\$49,898
	2	\$43,246	\$44,111	\$44,773	\$45,668	\$46,581	\$47,513	\$48,938	\$50,896
	1	\$44,111	\$44,993	\$45,668	\$46,581	\$47,513	\$48,463	\$49,917	\$51,914
HEW 4	4	\$45,059	\$45,960	\$46,649	\$47,582	\$48,534	\$49,505	\$50,990	\$53,030
	3	\$45,964	\$46,883	\$47,586	\$48,538	\$49,509	\$50,499	\$52,014	\$54,095
	2	\$47,023	\$47,963	\$48,682	\$49,656	\$50,649	\$51,662	\$53,212	\$55,340
	1	\$48,197	\$49,161	\$49,898	\$50,896	\$51,914	\$52,952	\$54,541	\$56,723
HEW 5	8	\$48,982	\$49,962	\$50,711	\$51,725	\$52,760	\$53,815	\$55,429	\$57,646
	7	\$49,962	\$50,961	\$51,725	\$52,760	\$53,815	\$54,891	\$56,538	\$58,800
	6	\$50,981	\$52,001	\$52,781	\$53,837	\$54,914	\$56,012	\$57,692	\$60,000
	5	\$51,996	\$53,036	\$53,832	\$54,909	\$56,007	\$57,127	\$58,841	\$61,195
	4	\$53,020	\$54,080	\$54,891	\$55,989	\$57,109	\$58,251	\$59,999	\$62,399
	3	\$54,076	\$55,158	\$55,985	\$57,105	\$58,247	\$59,412	\$61,194	\$63,642
	2	\$55,157	\$56,260	\$57,104	\$58,246	\$59,411	\$60,599	\$62,417	\$64,914
	1	\$56,263	\$57,388	\$58,249	\$59,414	\$60,602	\$61,814	\$63,668	\$66,215
HEW 6	5	\$56,817	\$57,953	\$58,822	\$59,998	\$61,198	\$62,422	\$64,295	\$66,867
	4	\$57,952	\$59,111	\$59,998	\$61,198	\$62,422	\$63,670	\$65,580	\$68,203
	3	\$59,130	\$60,313	\$61,218	\$62,442	\$63,691	\$64,965	\$66,914	\$69,591
	2	\$60,307	\$61,513	\$62,436	\$63,685	\$64,959	\$66,258	\$68,246	\$70,976
	1	\$61,326	\$62,553	\$63,491	\$64,761	\$66,056	\$67,377	\$69,398	\$72,174
HEW 7	6	\$62,699	\$63,953	\$64,912	\$66,210	\$67,534	\$68,885	\$70,952	\$73,790
	5	\$63,954	\$65,233	\$66,211	\$67,535	\$68,886	\$70,264	\$72,372	\$75,267
	4	\$65,242	\$66,547	\$67,545	\$68,896	\$70,274	\$71,679	\$73,829	\$76,782
	3	\$66,539	\$67,870	\$68,888	\$70,266	\$71,671	\$73,104	\$75,297	\$78,309
	2	\$67,868	\$69,225	\$70,263	\$71,668	\$73,101	\$74,563	\$76,800	\$79,872
HEW 8	1	\$68,770	\$70,145	\$71,197	\$72,621	\$74,073	\$75,554	\$77,821	\$80,934
	6	\$70,537	\$71,948	\$73,027	\$74,488	\$75,978	\$77,498	\$79,823	\$83,016
	5	\$71,942	\$73,381	\$74,482	\$75,972	\$77,491	\$79,041	\$81,412	\$84,668
	4	\$73,395	\$74,863	\$75,986	\$77,506	\$79,056	\$80,637	\$83,056	\$86,378

	3	\$74,843	\$76,340	\$77,485	\$79,035	\$80,616	\$82,228	\$84,695	\$88,083
	2	\$76,333	\$77,860	\$79,028	\$80,609	\$82,221	\$83,865	\$86,381	\$89,836
	1	\$77,862	\$79,419	\$80,610	\$82,222	\$83,866	\$85,543	\$88,109	\$91,633
HEW 9	4	\$82,291	\$83,937	\$85,196	\$86,900	\$88,638	\$90,411	\$93,123	\$96,848
	3	\$83,936	\$85,615	\$86,899	\$88,637	\$90,410	\$92,218	\$94,985	\$98,784
	2	\$85,620	\$87,332	\$88,642	\$90,415	\$92,223	\$94,067	\$96,889	\$100,765
	1	\$87,346	\$89,093	\$90,429	\$92,238	\$94,083	\$95,965	\$98,844	\$102,798
HEW 10	1	\$88,169	\$89,932	\$91,281	\$93,107	\$94,969	\$96,868	\$99,774	\$103,765

# NOTE: FFPOA means "first full pay period to commence on or after"

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2. Academic Staff Annual Salary Rates (pending settlement)

Academic Level	Salary Step	As From 12/4/08	2% As From FFPOA# 31/3/09	1.5% As From FFPOA# 31/10/09	2% As From FFPOA# 31/3/10	2% As From FFPOA# 31/10/10	2% As From FFPOA# 31/3/11	3% As From FFPOA# 31/10/11	4% As From FFPOA# 31/03/12/4/12	
A	8	\$48,896	\$49,874	\$50,622	\$51,634	\$52,667	\$53,720	\$55,332	\$57,545	
	7	\$51,693	\$52,727	\$53,518	\$54,588	\$55,680	\$56,794	\$58,498	\$60,838	
	6	\$54,485	\$55,575	\$56,409	\$57,537	\$58,688	\$59,862	\$61,658	\$64,124	
	5	\$57,280	\$58,426	\$59,302	\$60,488	\$61,698	\$62,932	\$64,820	\$67,413	
	4	\$59,549	\$60,740	\$61,651	\$62,884	\$64,142	\$65,425	\$67,388	\$70,084	
	*	3	\$61,820	\$63,056	\$64,002	\$65,282	\$66,588	\$67,920	\$69,958	\$72,756
	2	\$64,093	\$65,375	\$66,356	\$67,683	\$69,037	\$70,418	\$72,531	\$75,432	
	1	\$66,360	\$67,687	\$68,702	\$70,076	\$71,478	\$72,908	\$75,095	\$78,099	
B	6	\$69,853	\$71,250	\$72,319	\$73,765	\$75,240	\$76,745	\$79,047	\$82,209	
	5	\$72,472	\$73,924	\$75,030	\$76,531	\$78,062	\$79,623	\$82,012	\$85,292	
	4	\$75,091	\$76,593	\$77,742	\$79,297	\$80,883	\$82,501	\$84,976	\$88,375	
	3	\$77,714	\$79,268	\$80,457	\$82,066	\$83,707	\$85,381	\$87,942	\$91,460	
	2	\$80,332	\$81,939	\$83,168	\$84,831	\$86,528	\$88,259	\$90,907	\$94,543	
	1	\$82,951	\$84,610	\$85,879	\$87,597	\$89,349	\$91,136	\$93,870	\$97,625	
C	6	\$85,570	\$87,281	\$88,590	\$90,362	\$92,169	\$94,012	\$96,832	\$100,705	
	5	\$88,190	\$89,954	\$91,303	\$93,129	\$94,992	\$96,892	\$99,799	\$103,791	
	4	\$90,808	\$92,624	\$94,013	\$95,893	\$97,811	\$99,767	\$102,760	\$106,870	
	3	\$93,428	\$95,297	\$96,726	\$98,661	\$100,634	\$102,647	\$105,726	\$109,955	
	2	\$96,044	\$97,965	\$99,434	\$101,423	\$103,451	\$105,520	\$108,686	\$113,033	
	1	\$98,667	\$100,640	\$102,150	\$104,193	\$106,277	\$108,403	\$111,655	\$116,121	
D	4	\$103,035	\$105,096	\$106,672	\$108,805	\$110,981	\$113,201	\$116,597	\$121,261	
	3	\$106,525	\$108,656	\$110,286	\$112,492	\$114,742	\$117,037	\$120,548	\$125,370	
	2	\$110,017	\$112,217	\$113,900	\$116,178	\$118,502	\$120,872	\$124,498	\$129,478	
	1	\$113,509	\$115,779	\$117,516	\$119,866	\$122,263	\$124,708	\$128,449	\$133,587	
E	1	\$132,722	\$135,376	\$137,407	\$140,155	\$142,958	\$145,817	\$150,192	\$156,200	

**Academic Research Assistant**

**Annual Rates** (pending settlement):

Research Assistant Grade 1 (Victoria)	\$44,647	\$45,540	\$46,223	\$47,147	\$48,090	\$49,052	\$50,524	\$52,545
	\$46,104	\$47,026	\$47,731	\$48,686	\$49,660	\$50,653	\$52,173	\$54,260
	\$48,896	\$49,874	\$50,622	\$51,634	\$52,667	\$53,720	\$55,332	\$57,545

\* Minimum rate payable with doctoral qualifications or full subject co-ordination.

# **NOTE:** FFPOA means "first full pay period to commence on or after"

**SCHEDULE 2 – TEACHING ASSOCIATE SESSIONAL RATES and CASUAL ACADEMIC RESEARCH ASSISTANT RATES**

Descriptors for the below activities are contained in Schedule 3.		
Refer to Notes below for future salary increases and timing of the increases		
Part -time non-fractional rates:\$/hour <u>(pending settlement)</u>	Salary as from <u>742 April 201208</u>	<b>2% salary increase from FFPPQA* 31/3/09</b>
<b>Lecture</b>		
Basic (1 hour of delivery and 2 hours of associated work)	\$ <u>146437.0244</u>	\$ <u>139.88</u>
Developed (1 hour of delivery and 3 hours of associated work)	\$ <u>218.70482.86</u>	\$ <u>186.51</u>
Specialised (1 hour of delivery and 4 hours of associated work)	\$ <u>273.37228.57</u>	\$ <u>233.14</u>
Repeat (1 hour of delivery and 1 hour of associated work)	\$ <u>109.3591.43</u>	\$ <u>93.25</u>
		-
<b>Tutoring</b>		
Normal without doctoral qualifications or full subject co-ordination duties	\$ <u>117.0097.82</u>	\$ <u>99.78</u>
Repeat without doctoral qualifications or full subject co-ordination duties	\$ <u>78.0065.21</u>	\$ <u>66.52</u>
Normal with doctoral qualifications or full subject co-ordination duties	\$ <u>139.92116.98</u>	\$ <u>119.32</u>
Repeat with doctoral qualifications or full subject co-ordination duties	\$ <u>93.2877.99</u>	\$ <u>79.55</u>
		-
<b>Music Accompanying with Special Educational Service</b>		
Without doctoral qualifications or full subject co-ordination duties	\$ <u>78.0065.21</u>	\$ <u>66.52</u>
With doctoral qualifications or full subject co-ordination duties	\$ <u>93.2877.99</u>	\$ <u>79.55</u>
		-
<b>Undergraduate Clinical Nurse Education</b>		
Normal preparation without doctoral qualifications or full subject co-ordination duties	\$ <u>78.0065.21</u>	\$ <u>66.52</u>
Little preparation without doctoral qualifications or full subject co-ordination duties	\$ <u>58.5048.91</u>	\$ <u>49.89</u>
Normal preparation with doctoral qualifications or full subject co-ordination duties	\$ <u>93.2877.99</u>	\$ <u>79.55</u>
Little preparation with doctoral qualifications or full subject co-ordination duties	\$ <u>69.9658.49</u>	\$ <u>59.66</u>
		-
<b>Marking</b>		
Complex	\$ <u>54.6745.71</u>	\$ <u>46.63</u>
Standard	\$ <u>39.0032.61</u>	\$ <u>33.26</u>
Standard with doctoral qualifications or full subject co-ordination duties	\$ <u>46.6438.99</u>	\$ <u>39.77</u>

<b>Supervision</b>		
Preparation required	<del>\$65.278.001</del>	<del>\$66.52</del>
No preparation required and also without doctoral qualification or full subject co-ordination duties	<del>\$39.0032.64</del>	<del>\$33.26</del>
No preparation required but with doctoral qualification or full subject co-ordination duties	<del>\$46.6438.99</del>	<del>\$39.77</del>
		-
<b>Other Required Academic Activity</b>		
Without doctoral qualifications or full subject co-ordination duties	<del>\$36.4132.64</del>	<del>\$33.26</del>
With doctoral qualifications or full subject co-ordination duties	<del>\$43.5438.99</del>	<del>\$39.77</del>
		-
<b>Casual Academic Research Assistant rates: \$/hour</b>		
Research Assistant without relevant doctoral qualification	<del>\$36.4132.64</del>	<del>\$33.26</del>
Research Assistant with relevant doctoral qualification	<del>\$43.5438.99</del>	<del>\$39.77</del>

**Notes**

- ~~1. Casual loading to increase from 23% to 24% with effect from the first full pay period to commence on or after the Operative Date.~~
- ~~2. Casual loading to increase from 24% to 25% with effect from the first full pay period to commence on or after 12 months following the Operative Date.~~
- ~~3. Salary increases to apply to the appropriate rates in accordance with the percentage salary increases as set out in clause 21.2.~~
- ~~4. \* "FFPOA" means "first full pay period to commence on or after".~~

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## SCHEDULE 3

### SCHEDULE 3 – TEACHING ASSOCIATE SESSIONAL RATES DESCRIPTORS

#### 1. TUTORIALS

"Tutorial" means any education delivery, described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

Except for repeat tutorials, the rates prescribed are paid per hour of tutorial delivered (or equivalent delivery through other than face-to-face teaching mode) and assume two hours' associated work as defined below.

A repeat tutorial is a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days. The prescribed rates are paid per hour of tutorial delivered and assume one hour's associated work as defined below.

Where a tutorial is more or less than one hour in length, the payment will be pro-rata the appropriate rate for a tutorial of one hour's duration.

For the purposes of payment of a tutorial or repeat tutorial rate, "associated work" may encompass the following activities:

- preparation of tutorials;
- marking of student work for which the Teaching Associate staff member is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, tutorial or equivalent teaching environment;
- incidental administration of relevant records of students for whom the Teaching Associate staff member is responsible;
- contemporaneous consultation with students involving face-to-face and email consultation prior to and following a tutorial; and/or
- attendance at ad hoc meetings specifically for the purpose of assisting Teaching Associate staff to prepare for their tutorial and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the unit or course convenor/co-ordinator and where the meeting is scheduled on a day on which the staff member is not scheduled to undertake contact or other teaching activities.

#### 2. LECTURES

"Lecture" means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

The pay rates are paid for one hour of delivery (or equivalent delivery through other than face to face teaching mode) and associated work as defined below.

For the purposes of payment of a lecture or repeat lecture rate, "associated work" may encompass the following activities:

- preparation of lectures;
- marking of student work for which the Teaching Associate staff member is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, lecture or equivalent teaching environment;
- incidental administration of relevant records of students for whom the Teaching Associate staff member is responsible;
- contemporaneous consultation with students involving face-to-face and email consultation prior to and following a lecture; and/or
- attendance at ad hoc meetings specifically for the purpose of assisting Teaching Associate staff to prepare for their lecture and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the unit or course convenor/co-ordinator and where the meeting is scheduled on a day on which the staff member is not scheduled to undertake contact or other teaching activities.

#### 3. MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES

"Musical accompanying with special educational services" means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

The rates are paid per hour of accompanying delivered and assume one hour of preparation time for each hour of musical accompanying delivered.

Departments intending to pay the rates prescribed for such musical accompanying should first consult with the Human Resources Division.

#### 4. UNDERGRADUATE CLINICAL NURSE EDUCATION

"Undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

The rates of payment for undergraduate clinical nurse education are paid for each hour of clinical education delivered and assumes, for each hour of clinical nurse education delivered: half an hour of associated working time for sessions requiring little preparation; or one hour of associated working time for sessions requiring normal preparation.

Departments intending to pay the rates prescribed for such clinical nurse education should first consult with the [Human Resources Division](#) [Monash HR](#).

## **5. MARKING**

Except as otherwise determined at the discretion of the University, the following provisions will displace any more beneficial marking payment arrangements applying by way of local custom and practice within the University as at the commencement of this Agreement.

Teaching Associates will be paid marking rates as set out in this Agreement where they undertake marking as a requirement of the supervising lecturer in charge of the subject or course, other than marking which is performed (or could reasonably be performed) in the relevant classroom, tutorial/lecture or equivalent teaching environment.

The number of hours allowed for marking and the appropriate marking rate per hour will be determined by the Dean taking into consideration the expected time taken to undertake the marking based on the complexity of the marking in the context of the academic discipline involved. The Dean's determination of the number of hours for marking will be consistent with guidelines issued for each faculty. These guidelines will be developed in consultation with academic staff within the relevant discipline or organisational unit and will set out reasonable expectations about the number of hours to be allowed for marking based on the complexity of the marking and allowing for variations in level of experience of the marker in the context of the academic discipline involved.

The complex marking rate is paid for marking that is undertaken as a supervising examiner or which requires the significant exercise of academic judgement where for example detailed feedback and comments on complex assignments or examination papers and/or large body of work such as a thesis is required.

The standard marking rate is paid for marking that does not require a significant exercise of academic judgement such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided.

## **6. SUPERVISION**

The supervision rates reflect the preparation required for supervision work.

## **7. OTHER REQUIRED ACADEMIC ACTIVITY**

"Other required academic activity" includes work that the University requires a Teaching Associate staff member to perform and that is performed as required, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject co-ordination;
- consultation with students (other than as contemporaneous consultation for a tutorial or lecture);
- attendance at departmental and faculty meetings as required; and
- attendance at any of the activities set out in 1-4 above of this Schedule as directed.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

## SCHEDULE 4

### SCHEDULE 4 – PART-YEAR, SEASONAL AND ANNUALISED HOURS TERMS

Applications for conversion as referred to in clause 19 of the Agreement will be dealt with in accordance with this Schedule 4.

#### 1. CONVERSION

##### Eligibility for conversion

- 1.1 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- (a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
  - (b) over the immediately preceding period of at least 24 months.
- 1.2 For the purposes of this clause occasional and short-term work performed by the casual staff member in another classification, job or department will not:
- (a) affect the casual staff member's eligibility for conversion; or
  - (b) be included in determining whether the casual staff member meets or does not meet the eligibility requirements.
- 1.3 The University will consider an application for conversion. The University may not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (a) the casual staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
  - (b) the casual staff member is a genuine retiree;
  - (c) the casual staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
  - (d) the casual staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
  - (e) the casual staff member does not meet the essential requirements of the position; or
  - (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 1.4 The University will determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it will provide written reasons for rejecting it. If the application is accepted, the casual staff member will be offered a non-casual position.
- 1.5 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with clause 18 of the Agreement. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the casual staff member work which is as regular and continuous as is reasonably practicable, will be consistent with the staff member's casual engagement.
- 1.6 Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment as provided under this Schedule. Conversion of a casual staff member to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual staff members on such a basis, or otherwise by agreement by the University and affected staff members.
- 1.7 Subject to clause 38.8 of this Agreement, casual staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements.
- 1.8 A casual staff member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:
- (a) that rejection is solely based upon the ground set out in 1.3(c) above; and
  - (b) that ground ceased to apply.

1.9 A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in clause 12 of the Agreement.

## 2. SEASONAL, PART-YEAR, OR ANNUALISED HOURS OF EMPLOYMENT

### Application

2.1 The terms and conditions in this Schedule apply to staff converted from casual employment to "Seasonal", "Part-Year" or "Annualised Hours" employment in accordance with this Schedule. To the extent of any inconsistency between provisions contained elsewhere in this Agreement and the provisions of this Schedule, the provisions of this Schedule will prevail.

### "Seasonal" or "Part-Year" Staff Members

#### Definitions

2.2 "Seasonal" or "Part-Year" staff members are persons appointed as such, on a continuing or fixed-term basis to work one or more periods or seasons in each year, which may be a calendar year, as offered by the University consistent with this Schedule, or as subsequently varied by agreement with the Seasonal or Part-Year Staff Member.

2.3 During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

#### Accrual of Pay

2.4 In respect of the periods or seasons of work for which they are engaged, Part-Year or Seasonal staff members will be paid on the same basis as comparable full-time or part-time continuing staff members, as the case may be.

#### Accrual of and Entitlement to Take Leave

2.5 Leave, including annual leave, long service leave and ~~sick personal~~ leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff members during the periods or seasons of work for which the Part-Year or Seasonal Staff Members are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

#### University Holidays

2.6 Part-year and seasonal staff members will be entitled to the benefit of all holidays observed by the University that fall on days on which the staff member would normally work during the part or parts of the year or season or seasons that the staff member is engaged to work.

#### Termination of Employment

2.7 In the event that the employment of a part-year or seasonal staff member ceases, for whatever reason, and the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member.

### "Annualised Hours" Staff Members

#### Definitions

2.8 An Annualised Hours Staff Member is a staff member engaged as such on a continuing or fixed-term basis for a specific number of ordinary hours within any one calendar year as offered by the University, consistent with clause 16, or as subsequently varied by agreement with the Annualised Hours Staff member.

2.9 Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of the University and can be rostered over a period of less than 52 weeks.

#### Accrual of Pay

2.10 For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

### Leave Entitlements

- 2.11 Annualised Hours Staff Members will be entitled to receive the leave entitlements of a full-time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

### University Holidays

- 2.12 Annualised Hours Staff Members will be entitled to the benefit of all holidays observed by the University that fall during periods for which they are rostered to work.

### Overtime

- 2.13 Annualised Hours Staff Members will be eligible for overtime in the same manner as full-time staff members. In respect of such overtime hours, those overtime hours are additional to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

### Additional Hours

- 2.14 Where in any year, an Annualised Hours Staff Member works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

### Alteration of Annual Hours

- 2.15 In the event that the number of annualised ordinary hours for which the staff member is engaged is altered by agreement then the University and the Annualised Hours Staff Member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

### Termination of Employment

- 2.16 In the event that the employment of an Annualised Hours Staff Member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member, will be performed and:
- (a) If the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member; and
  - (b) If a staff member has performed work for which he/she has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.



## \_SCHEDULE 5

### SCHEDULE 5—LEAVE ENTITLEMENTS

All paid and unpaid leave as referred to in clause 35.

Purpose of leave	Application and eligibility	Leave entitlement
<p>Staff member applying for leave must specify it is for the purpose listed below.</p>	<p>All staff members are eligible for the entitlements in this Schedule, provided that for any specific category of leave the staff member:</p>	<p>A staff member's entitlement is subject to the conditions set out in clauses 34-40 of the Agreement.</p>
(a) Annual leave	<p>Is a seven-day shift worker</p>	<p>Twenty paid working days for each completed year of service.</p>
(b) Personal leave	<p>Is unable to perform his/her duties due to an illness or injury; or the staff member is required to provide care or support to a member of the staff member's immediate family or the staff member's household because of an injury, illness or unexpected emergency.</p>	<p>(i) For continuing appointments, on commencement of appointment credited with 30 days of personal leave and a further 15 days for each year of service after initial service of 24 months;            (ii) For fixed term appointments of 24 months or more, the same as for continuing appointments;            (iii) For fixed term appointments of less than 24 months, on commencement of appointment credited with pro rata 30 days of personal leave per 24 months of service. After expiry of the initial fixed-term appointment credited with a further 15 days for each year of service;            (iv) All personal leave will be cumulative if not taken; and            (v) If a staff member has exhausted his or her entitlement to paid personal leave, or is engaged as a casual, the staff member may take a period of up to two days of unpaid carer's leave for each occasion where a member of the staff member's immediate family or household requires care or support because of illness, injury or an unexpected emergency.</p>
(c) Isolation leave	<p>Has contracted a notifiable infectious disease or is isolated on the direction of a medical practitioner</p>	<p>Paid leave for the required period of isolation.</p>
(d) Repatriation leave	<p>Is absent on account of illness due to war service disabilities certified by the Department of Veterans Affairs.</p>	<p>Up to 15 paid days during each year of service, cumulative up to 100 days.</p>
(e) Long service leave	<p>Has at least 10 years of recognised continuous service. (Where service is not continuous and any break in service either with the University or a recognised prior service employer does not exceed 12 months, the staff member's recognised service will be the aggregate of his/her period of service (including any prior recognised service).)</p>	<p>13 paid weeks after 10 years of service and at the rate of 1.3 weeks for every additional year thereafter.</p>
(f) Jury Service	<p>Is called for jury service.</p>	<p>Paid leave for the duration of attendance.</p>
(g) Fire fighting and emergency assistance leave	<p>Has responded to an appeal by the government or other competent authority for fire fighting or other emergency assistance.</p>	<p>Paid leave for the duration of the participation in the emergency activity, plus one day of recovery leave on completion.</p>

<b>(h) Defence Reserve Forces Leave</b>	Is a member of the Defence Reserve Forces attending at an annual training camp, schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces.	Full pay for the purpose of attending an annual training camp of 14 calendar days' duration or, where the commanding officer of the relevant service unit certifies that such training exceeds 14 days, of up to 18 calendar days' duration. With pay for a period not exceeding 14 calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid shall be the amount the staff member would have received had the staff member remained on duty less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.
<b>(i) Blood donor leave</b>	Is a registered blood donor donating blood.	Paid leave for the period required.
<b>(j) Compassionate leave</b>	Has family member who has died, or has contracted or developed a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life.	Three days' paid leave on each occasion. Additional paid leave may be granted due to special circumstances such as extensive travel.
<b>(k) Court appearances leave</b>	Is subpoenaed to appear as a crown witness, or to give evidence.	Paid leave for the period required where the matter is directly related to his/her employment or the staff member appears as a Crown witness, and unpaid leave for any other matter.
<b>(l) Parental Leave (Maternity) for the birth and care of a child</b>	Is a birth mother having continuous service with the University of:  •at least 24 months;	Leave for a continuous period of 52 weeks comprising 14 weeks' leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and 38 weeks' leave at 60% pay.  A staff member may request a further period of 52 weeks' unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks' parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. A staff member is not entitled to extend the period of parental (maternity) leave beyond 24 months after the date of birth of the child.
	•12-24 months;	Leave for a continuous period of 52 weeks comprising 14 weeks' leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and leave at 60% pay at the rate of 3.16 weeks for each completed month of service for the first 12 months, plus unpaid leave for any remainder of the continuous 52-week period.  A staff member may request a further period of 52 weeks' unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks' parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. A staff member is not entitled to extend the period of parental (maternity) leave beyond 24 months after the date of birth of the child.
	•less than 12 months	Leave for a continuous period of 52 weeks (to conclude no later than 52 weeks following the date of delivery) comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service (to

		conclude no later than 14 weeks following the date of delivery) plus unpaid leave for the remainder of the continuous 52-week period.
<b>(m) Parental Leave (Adoption)</b> for the adoption of a child	Approved applicant for the adoption of a child.	Leave equivalent to the leave entitlement of a birth mother under paragraph (l) of this Schedule according to the staff member's length of continuous service and with "date of placement" substituted for "date of delivery".
<b>(n) Parental Leave (Spouse/Domestic Partner Birth)</b>	<ul style="list-style-type: none"> <li>Where the staff member has 12 months or more continuous service with the University and has primary responsibility for the on-going care of a child born to his/her spouse/domestic partner</li> </ul>	<ul style="list-style-type: none"> <li>Continuous unpaid leave for up to 52 weeks (less any period of parental leave already taken by the staff member). A staff member may request a further period of 52 weeks' unpaid parental leave to commence immediately following the conclusion of the initial period of 52 weeks' parental leave. The University will consider each staff member's request on a case by case basis and in accordance with the relevant legislation and the University's operational requirements. The amount of (if any) additional unpaid parental leave that may</li> </ul>

		be granted to a staff member will depend on the period of leave taken by the staff member's spouse/domestic partner. A staff member is not entitled to extend the period of parental (spouse/domestic partner birth) leave beyond 24 months after the date of birth of the child.
	<ul style="list-style-type: none"> <li>Where the staff member has less than 12 months continuous service with the University and has primary responsibility for the ongoing care of a child born to his/her spouse/domestic partner.</li> </ul>	<ul style="list-style-type: none"> <li>Continuous unpaid leave for up to 52 weeks to be taken within 12 months after the birth.</li> </ul>
	<ul style="list-style-type: none"> <li>Is absent to assist the birth mother immediately before or after the birth.</li> </ul>	<ul style="list-style-type: none"> <li>Five paid days and up to 10 unpaid days leave may be taken within the period commencing one week prior to the expected date of birth and concluding not later than six weeks after the birth.</li> </ul>
	<ul style="list-style-type: none"> <li>Where the staff member has 12 months or more continuous service with the University and wishes to take parental leave to enable his or her spouse/domestic partner to return to work in circumstances in which the staff member's spouse/domestic partner has already taken 12 months' parental leave.</li> </ul>	<ul style="list-style-type: none"> <li>Continuous unpaid leave for up to 52 weeks (less any period of parental leave already taken by the staff member). The period of leave taken by the staff member must not extend beyond 24 months after the date of birth/placement of the child.</li> </ul>
	<ul style="list-style-type: none"> <li>Where the staff member has 12 months or more continuous service with the University and wishes to take parental leave to enable his or her spouse/domestic partner to return to work in circumstances in which the staff member's spouse/domestic partner has already taken 24 months' parental leave.</li> </ul>	<ul style="list-style-type: none"> <li>No entitlement to leave.</li> </ul>
<b>(o) Arbitration Leave</b>	Is preparing or conducting a case in Fair Work Australia that directly relates to the staff member's employment with the University.	In any calendar year, paid leave for the conduct of the case and unpaid leave of up to three months for the preparation of the case for up to two staff members for the same case.
<b>(p) Professional Staff Study Leave</b> for attendance at an approved course of study, including examinations	Is holding a fractional appointment of 0.5 or more and is enrolled in a course of study relevant to the University and the staff member.	Up to four paid hours per week.
<b>(q) Religious leave</b>	Is observing a religious occasion.	Unpaid leave for up to three days in any one calendar year.
<b>(r) Ceremonial leave</b>	Is identified as and is accepted as a member of the Aboriginal or Torres Strait Islander community and is preparing for or attending to community organisation business and relevant cultural duties and celebrations.	On prior application of at least 14 days, up to five days' paid leave plus 10 days' unpaid leave per calendar year.

<b>(s) Election leave</b>	Is standing as a candidate for election to Federal or State Government.	Unpaid leave not exceeding the election period.
<b>(t) Sporting leave</b> for participating in or officiating at sporting events.	Is participating as a competitor or officiating as an accredited official in a sporting event.	On application at least 14 days prior, up to four weeks' paid leave for Olympic, Commonwealth or Pacific Conference games and up to four weeks' unpaid leave for all other events.
<b>(u) Leave to accompany spouse overseas</b>	Has a spouse employed by the University who is travelling overseas on OSP, long service leave, or for staff training.	Unpaid leave for the period of travel subject to operational requirements, and up to 2 occasions only.
<b>(v) Special Leave</b> for any purpose approved at the discretion of the University.		Paid or unpaid leave for the duration of the circumstances.
<b>(w) Relocation leave</b> for the removal of household goods to a relocated residence.	Is required by the University to perform all or the major part of his/her duties at a place other than the staff member's previous place of work and who relocates to a residence more convenient for travelling to such new place of work.	Two paid days of leave.
<b>(x) Workplace relations training leave</b>	Attending a course or courses which contribute to a better understanding of workplace relations.	Maximum of 10 days' paid leave in any two consecutive years. If the staff member's application for leave is not approved, the staff member may appeal to his/her Dean or Divisional Director as appropriate.

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## SCHEDULE 56

### SCHEDULE 56 – PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS

#### 1. DEFINITIONS

##### 1.1 Supervision

###### 1.1.1 Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. ~~Deviation from procedures or unfamiliar situations are~~ Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.

###### 1.1.2 Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

###### 1.1.3 General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

###### 1.1.4 Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

##### 1.2 Qualifications

Within the Australian Qualifications Framework:

###### 1.2.1 Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

###### 1.2.2 Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

###### 1.2.3 Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

###### 1.2.4 Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

###### 1.2.5 Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

###### 1.2.6 Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two-year part-time post-Year 12 or post-trade certificate course.

### 1.2.7 Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

### 1.2.8 Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

### 1.2.9 Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

### 1.2.10 Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

1.2.11 Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

## 1.3 Classification dimensions

### 1.3.1 Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

### 1.3.2 Occupational equivalent

Examples of occupations typically falling within each classification level.

### 1.3.3 Level of supervision

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.

### 1.3.4 Task level

The type, complexity and responsibility of tasks typically performed by staff within each classification level.

### 1.3.5 Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

### 1.3.6 Judgment, independence and problem solving

1.3.6(a) Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

1.3.6(b) This dimension looks at how much of each of these three qualities applies at each classification level.

### 1.3.7 Typical activities

Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

## 2. HIGHER EDUCATION WORKER LEVEL 1

## **2.1 Training level or qualifications**

**2.1.1** Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

**2.1.2** Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

## **2.2 Occupational equivalent**

Cleaner, labourer, trainee for level 2 duties.

## **2.3 Level of supervision**

Close supervision or, in the case of more experienced staff working alone, routine supervision.

## **2.4 Task level**

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg. cleaning chemicals and hand tools, may be required. Established procedures exist.

## **2.5 Organisational knowledge**

May provide straightforward information to others on building or service locations.

## **2.6 Judgment, independence and problem solving**

Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.

## **2.7 Typical activities**

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

## **3. HIGHER EDUCATION WORKER LEVEL 2**

### **3.1 Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires:

- knowledge, training or experience relevant to the duties to be performed; or
- completion of Year 12 without work experience; or
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

### **3.2 Occupational equivalent**

Administrative assistant, security patrol officer.

### **3.3 Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

### **3.4 Task level**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.



### **3.5 Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

### **3.6 Judgment, independence and problem solving**

3.6.1 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

3.6.2 A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### **3.7 Typical activities**

3.7.1 Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

3.7.2 Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

## **4. HIGHER EDUCATION WORKER LEVEL 3**

### **4.1 Training level or qualifications**

4.1.1 Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

4.1.2 Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

### **4.2 Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant.

### **4.3 Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

### **4.4 Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

### **4.5 Organisational knowledge**

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

### **4.6 Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

## 4.7 Typical activities

4.7.1 In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

4.7.2 In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

4.7.3 In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

## 5. HIGHER EDUCATION WORKER LEVEL 4

### 5.1 Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

### 5.2 Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

### 5.3 Level of supervision

5.3.1 In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

5.3.2 May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

### 5.4 Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

### 5.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

## **5.6 Judgment, independence and problem solving**

5.6.1 In trades positions, extensive diagnostic skills.

5.6.2 In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

5.6.3 In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

## **5.7 Typical activities**

5.7.1 In trades positions:

- work on complex engineering or interconnected electrical circuits;
- exercise high precision trades skills using various materials and/or specialised techniques.

5.7.2 In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

5.7.3 In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

5.7.4 In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or data base applications;
- be responsible for providing a full range of secretarial services, e.g. in a faculty;
- provide advice to students on enrolment procedures and requirements;
- administer enrolment and course progression records.

## **6. HIGHER EDUCATION WORKER LEVEL 5**

### **6.1 Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

### **6.2 Occupational equivalent**

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

### **6.3 Level of supervision**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

### **6.4 Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **6.5 Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

### **6.6 Judgment, independence and problem solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

### **6.7 Typical activities**

#### **6.7.1 In technical positions:**

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

#### **6.7.2 In library technician positions, perform at a higher level than Level 4, including:**

- assist with reader education programs and more complex bibliographic and acquisition services;
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

#### **6.7.3 In administrative positions:**

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

#### **6.7.4 In professional positions and under professional supervision:**

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services.

## **7. HIGHER EDUCATION WORKER LEVEL 6**

### **7.1 Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

## **7.2 Occupational equivalent**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

## **7.3 Level of supervision**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

## **7.4 Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

## **7.5 Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

## **7.6 Judgment, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

## **7.7 Typical activities**

### **7.7.1 In technical positions:**

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements;
- install, repair, provide and demonstrate computer services in laboratories.

### **7.7.2 In administrative positions:**

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- monitor expenditure against budget in a school or small faculty.

### **7.7.3 In professional positions:**

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;

- provide documentation and assistance to computer users;
- analyse less complex user and system requirements.

## **8. HIGHER EDUCATION WORKER LEVEL 7**

### **8.1 Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least four years' subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **8.2 Occupational equivalent**

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

### **8.3 Level of supervision**

Broad direction. May manage other staff including administrative, technical and/or professional staff.

### **8.4 Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

### **8.5 Organisational knowledge**

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

### **8.6 Judgment, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### **8.7 Typical activities**

- 8.7.1 In a library, combine specialist expertise and responsibilities for managing a library function.
- 8.7.2 In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- 8.7.3 In technical manager positions, the management of teaching and research facilities for a department or school.
- 8.7.4 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.
- 8.7.5 In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

## **9. HIGHER EDUCATION WORKER LEVEL 8**

### **9.1 Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

## **9.2 Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

## **9.3 Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

## **9.4 Task level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

## **9.5 Organisational knowledge**

The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

## **9.6 Judgment, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

## **9.7 Typical activities**

9.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

9.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

9.7.3 Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

9.7.4 Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## **10. HIGHER EDUCATION WORKER LEVEL 9**

### **10.1 Training level or qualifications**

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

### **10.2 Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

### **10.3 Level of supervision**

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

#### **10.4 Task level**

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

#### **10.5 Organisational knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

#### **10.6 Judgment, independence and problem solving**

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

#### **10.7 Typical activities**

10.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

10.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

10.7.3 Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

10.7.4 Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

### **11. HIGHER EDUCATION WORKER LEVEL 10**

#### **11.1 Training level or qualifications**

Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas
- postgraduate qualifications and extensive relevant experience.

#### **11.2 Occupational equivalent**

Senior program, research or administrative manager.

#### **11.3 Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

#### **11.4 Task level**

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

#### **11.5 Organisational knowledge**

Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

#### **11.6 Judgment, independence and problem solving**



Be fully responsible for the achievement of significant organisational objectives and programs.

**11.7 Typical activities**

11.7.1 Manage a large functional unit with a diverse or complex set of functions and significant resources.

11.7.2 Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

11.7.3 Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

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## SCHEDULE 5A – REDUNDANCY – ACADEMIC STAFF

1. The provisions of this Schedule apply to eligible academic staff who commenced employment with the University on or after the date this Agreement commenced to operate.
- 1A. The University may decide to terminate the employment of one or more academic staff members in continuing employment for reasons of an economic, technological, structural or similar nature including:
  - a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campus;
  - a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campus;
  - financial exigency within an organisational unit or cost centre;
  - changes in technology or work methods; and/or
  - relocation from the staff member's primary campus imposing major inconvenience to a staff member, eg. through additional travel.
2. The University will notify the staff member(s) concerned and, where the staff member chooses the staff member's Representative, and the NTEU (in circumstances where there is more than one affected staff member), in writing that their employment will terminate and will outline the reasons for the termination.
3. The period of notice of termination (inclusive of any contractual notice period) shall be 22 weeks.
4. As soon as practicable after making the decision to terminate the University will give staff and, if the staff request, their Representative(s), an opportunity to consult with the University on measures to avert the termination or avert or minimise the effects of the termination.
5. Notwithstanding any other provisions of this Agreement, the University's obligation to consult in relation to termination of employment as a result of redundancy is covered exclusively by operation of this clause. The consultation obligations do not restrict the University's right to make decisions in accordance with this clause.

### Early Separation and Option Period

6. Upon written notice of termination being given to the staff member a four-week "Option Period" will commence during which the staff member must indicate to the University that he/she wishes to:
  - (a) Elect voluntary early separation, in which case but subject to clause 8 of this Schedule the termination benefits will be paid in accordance with Table L as well as payment in lieu of any unexpired portion of four weeks from the staff member's date of receipt of the notice of termination until the date that he/she elects voluntary early separation; or,
  - (b) Apply to seek redeployment, under clause 9 of this Schedule below.

**Table L – Voluntary Early Separation**

<b><u>Application</u></b>	<b><u>Maximum Entitlement</u></b>
<u>Payment in lieu of salary for the unexpired portion of the Option Period</u>	<u>4 weeks</u>
<u>Termination payment equal to salary in lieu of notice period under clause 3 of this Schedule</u>	<u>22 weeks</u>
<u>Termination payment of 3 weeks' pay per year of completed service</u>	<u>52 weeks</u>
<u>Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more</u>	<u>No Maximum</u>

7. Payments referred to in Table L, other than the long service leave payment, will be calculated on the staff member's average fraction over his/her last five years of service or his/her fraction at the date of cessation of employment, whichever is the greater.
8. A staff member who is offered suitable alternative employment shall not be eligible for termination benefits under this clause, whether such offer is accepted or not.

### Redeployment

9. A staff member may elect, within the four-week "Option Period" to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the "Option Period") and will operate concurrently within the relevant notice period, referred to in clause 3 of this Schedule above.

10. The redeployment procedures in clause 49 will then apply.

11. Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at his/her existing residence, payment may be authorised at the Vice-Chancellor's discretion as follows:

- (a) Reasonable costs incurred in the conveyance of the staff member and dependants including removal of furniture and personal effects.
- (b) Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.
- (c) Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.
- (d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

### **Termination**

12. Should the staff member fail to elect any options as outlined above, the provisions of clause 15 of this Schedule below will apply.

13. Should the staff member elect redeployment but is not able to be redeployed to a Suitable Vacant Position, then at the completion of the redeployment processes, the staff member and/or Head of Department may make written application to his/her Dean for the staff member to work out all or part of the remaining period of notice.

14. If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the following termination payment:

**Table M**

<b>Application</b>	<b>Maximum Entitlement</b>
<u>Termination payment of 3 weeks' pay per year of completed service</u>	<u>52 weeks</u>
<u>Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more</u>	<u>No Maximum</u>

15. If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment, terminate the staff member's employment, in which case, the staff member will receive a lump sum termination payment equivalent to the entitlement under Table L and the payments will be calculated in the same way as Table L, except that any component of the termination payment equal to payment of salary in lieu of notice shall only be made for the unexpired portion of the notice.

16. Notwithstanding clause 14 or 15 of this Schedule, a staff member who is offered suitable alternative employment shall not be eligible for termination pay under Table L or Table M, whether such offer is accepted or not.

17. In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay. The other provisions of this Schedule will not apply to such staff member.

## SCHEDULE 5B – REDUNDANCY- PROFESSIONAL STAFF

1. The provisions of this Schedule apply to eligible professional staff who commenced employment with the University on or after the date this Agreement commenced to operate.
- 1A. Where it appears to the Vice-Chancellor or nominee that a continuing professional staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, and/or introduction of new technology, the Vice-Chancellor or nominee shall advise the staff member or, where the affected staff member chooses, a Representative, at the earliest practicable time and provide the staff member with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where Suitable Alternative Employment exists, the staff member shall be offered redeployment to this position in which case (subject to application of clause 4 of this Schedule by the University) this clause no longer applies.
2. Where a staff member is advised that he/she is excess to requirements, during the first four weeks following that advice, the staff member may elect to take a Voluntary Early Separation. A staff member who elects to take Voluntary Early Separation shall be entitled to a termination payment equal to salary for the balance of the four-week period and salary for the relevant severance provided in clause 4(a) of this Schedule.
3. Where an excess staff member has not been redeployed or not accepted a Voluntary Early Separation, the Vice-Chancellor or nominee shall invite the staff member to be retrenched voluntarily, in which case the staff member shall have four weeks in which to accept the offer with immediate effect. Where a staff member accepts an offer of voluntary retrenchment that staff member shall receive a termination payment:
  - (a) equal to salary for the unexpired portion of the four-week period; and
  - (b) equal to two weeks' salary for each completed year of continuous service, provided that the maximum payable shall be 48 weeks' salary and the minimum sum payable shall be four weeks' salary.
4. If at the expiry of two months from the date of advice issued to the professional staff member pursuant to clause 2 of this Schedule redeployment to Suitable Alternative Employment has not occurred and the staff member has not taken a Voluntary Early Separation or has not accepted a voluntary retrenchment, then the Vice-Chancellor or nominee may exercise one of the following options:
  - (a) Terminate the employment of the professional staff member, in which case the staff member, shall receive termination payments equivalent to the following periods, less any period which has elapsed since the notice provided under clause 2 of this Schedule:

<u>Staff member's period of continuous service with the University</u>	<u>Severance payment</u>
<u>5 years or less</u>	<u>26 weeks' pay</u>
<u>6 years or less but more than 5 years</u>	<u>29 weeks' pay</u>
<u>7 years or less but more than 6 years</u>	<u>32 weeks' pay</u>
<u>8 years or less but more than 7 years</u>	<u>35 weeks' pay</u>
<u>9 years or less but more than 8 years</u>	<u>38 weeks' pay</u>
<u>10 years or less but more than 9 years</u>	<u>41 weeks' pay</u>
<u>11 years or less but more than 10 years</u>	<u>44 weeks' pay</u>
<u>12 years or less but more than 11 years</u>	<u>47 weeks' pay</u>
<u>13 years or less but more than 12 years</u>	<u>50 weeks' pay</u>
<u>More than 13 years</u>	<u>52 weeks' pay</u>

- (b) Transfer the staff member to Suitable Alternative Employment of equivalent grade and salary for which the staff member is suitable having regard to his/her qualifications and experience, in which case this Schedule no longer applies. Where such a transfer is rejected, the Vice-Chancellor or nominee may terminate the staff member on two weeks' notice and without payment of any termination benefit.
- (c) Transfer the staff member to Suitable Alternative Employment of lower grading and maintain that professional staff member's former salary level and incremental progression, in which case this Schedule no longer applies.

(d) Transfer the staff member to a position of lower grading without ongoing salary maintenance, in which case the professional staff member may:

- (i) elect to remain in the new position and receive salary maintenance for a period calculated in like manner to the period in clause 3(b) of this Schedule based on length of service as at the date of transfer; or
- (ii) within four weeks of the date of transfer elect to terminate his/her employment with immediate effect in which case the staff member shall receive a payment calculated in accordance with clause 3(b) of this Schedule.

5. When employment is terminated pursuant to clause 3 or 4 of this Schedule, the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one year or more.
6. A staff member who has been informed that he/she is excess to requirements shall be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses shall be granted in respect of each interview.
7. This Schedule will not apply to casual professional and Teaching Associate staff members.
8. In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay.

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