

Federation University Australia Union Enterprise Agreement

Academic and General Staff Employees

2023–2026



PART 1: SCOPE, APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Federation University Australia Union Enterprise Agreement 2023-2026.

2. ARRANGEMENT

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3. DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following term has the meaning assigned to it.

3.1 **“Academic Employees”** means those employees of the University engaged to conduct or manage Higher Education teaching and/or research but not those employed as TAFE teachers.

3.2 **“Act”** or **“Fair Work Act”** means the Fair Work Act 2009.

3.3 **“Agreement”** means the Federation University Australia Union Enterprise Agreement for Academic and General Staff Employees 2023 – 2026.

3.4 **“CAIMC”** means the Collective Agreement Implementation and Monitoring Committee.

3.5 **“FWC”** means the Fair Work Commission.

3.6 **“Disciplinary Action”** means measures that may be taken by the University in relation to unsatisfactory performance, misconduct or serious misconduct and includes but is not limited to:

3.6.1 formal counselling of an employee by an appropriate supervisor or internal or external counsellor;

3.6.2 giving an employee a written warning (including, where appropriate, a final warning);

3.6.3 suspension with or without pay;

3.6.4 formal censure;

3.6.5 withholding of an increment;

3.6.6 demotion by one or more classification levels or increments;

3.6.7 transfer or deployment to another position in the University; and

3.6.8 (except in the case of misconduct) termination of employment,

provided that any disciplinary action must be determined in accordance with the provisions of *Clauses 67* and *68* of this Agreement, and that the University may not terminate employment for misconduct other than proven serious misconduct. Disciplinary action for unsatisfactory performance must take place in accordance with *Clause 67*, except in relation to casual and probationary employees.

3.7 **“General Staff Employees”** means those Professional, Administrative, Clerical, Computing and Technical (PACCT) employees and Trades and Services employees who are employees of the University who are not Academic Employees and who are not employed as TAFE teachers.

3.8 **“Gippsland Transferred Employee”** means a person who was an academic, professional or trades employee of Monash University at the Gippsland Campus on 31 December 2013 and who became a Federation University employee on 1 January 2014.

- 3.9 **“Immediate Family”** means:
- 3.9.1 a spouse (including a former spouse, a de facto partner, a former de facto partner;);
 - 3.9.2 a child (including an adopted child, a permanent care child, a foster child, a step-child or an ex-nuptial child), daughter-in-law, son-in-law, parent, parent-in-law, foster parent, legal guardian, grandparent, grandchild or sibling of the employee or of the employee’s spouse (includes step-relations (eg. step-parents)) as well as adoptive relations;
 - 3.9.3 a relative who has taken the place of a parent, or a relative residing with the employee; and
 - 3.9.4 a person for whom the employee has caring responsibilities arising from an Aboriginal and/or Torres Strait Islander kinship relationship of equivalent status to *sub clauses 3.9.1-3.9.3* above.
- 3.10 **“Management”** means Vice-Chancellor, Deputy Vice-Chancellor(s), Associate Deputy Vice-Chancellor, Chief Financial Officer, Chief Operating Officer, Executive Deans, Dean(s), Director(s), or where authorised, a delegated officer (or any positions or titles that replace these positions and titles).
- 3.11 **“Misconduct”** means dereliction of duty or unacceptable behaviour. Examples of unacceptable behaviour include:
- 3.11.1 conduct which is an impediment to the satisfactory performance of the work of the employee or other employees in the University;
 - 3.11.2 failure to comply with a reasonable instruction given by a person in line management of the employee;
 - 3.11.3 behaviour that may be reasonably perceived as bullying, harassing, intimidating or overbearing;
 - 3.11.4 an action of the employee which is prejudicial to the health or safety of other employees, students or members of the public;
 - 3.11.5 a breach of the research code (Australian Code for the Responsible Conduct of Research);
 - 3.11.6 conduct of the employee that results in a conviction, sentence or other order imposed by a court which restricts but does not preclude the activities of an employee in a manner that constitutes an impediment to the employee carrying out their duties; and
 - 3.11.7 deceptive behaviour of a minor nature related to research, learning and teaching.
- 3.12 **“Ordinary Rate Per Hour”** means the hourly rate payable to a general staff employee by applying the following formula: $\text{Annual Salary}/261 \times 10/73.5$
- 3.13 **“PACCT Staff”** are general staff employees occupying professional, administrative, clerical, computing and technical positions, but not trades and services positions.
- 3.14 **“Part Time Employment”** means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked.
- 3.15 **“Serious Misconduct”** means misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the employee, and is conduct of a kind which constitutes:
- 3.15.1 a recurrence or continuation of conduct which has been found to be misconduct on the part of the employee; and/or
 - 3.15.2 serious misbehaviour, which may be a single occurrence, of a kind which constitutes:
 - 3.15.2.1 a serious impediment to the carrying out of an employee’s duties, or to other employees carrying out their duties;
 - 3.15.2.2 a serious risk to the safety of employees, students or visitors to the University;
 - 3.15.2.3 a serious risk to University property;
 - 3.15.2.4 dishonest behaviour in academic works, research and assessment;
 - 3.15.2.5 a serious dereliction of duties;
 - 3.15.2.6 a serious breach of the research code (Australian Code for the Responsible Conduct of Research); or
 - 3.15.2.7 a conviction by a court of an offence which constitutes a serious impediment to the carrying out of their duties.

Examples of conduct which may constitute serious misconduct include:

- (i) serious safety breaches;
 - (ii) theft or fraud;
 - (iii) serious or repeated bullying or harassment, including sexual harassment, and/or violent or threatening behaviour;
 - (iv) wilful breach of the employee's contract of employment, the University's policies, regulations or the University's Staff Code of Conduct, such that it would be unreasonable to require the University to continue the employment of the employee.
- 3.16 **"Staff Member" or "Employee"** means an academic or general staff employee whose employment is subject to this Agreement.
- 3.17 **"Suitable vacant position"** means a position:
- 3.17.1 for which an employee meets the essential requirements;
 - 3.17.2 which the employee could perform satisfactorily within a reasonable time;
 - 3.17.3 which is to be filled at the same time fraction as the employee is currently employed (or an alternative fraction if the employee agrees); and
 - 3.17.4 for which the University could reasonably provide appropriate training to the employee.
- 3.18 **"Supervisor"** includes manager, supervisor and team leader.
- 3.19 **"TAFE General Staff Employees"** means those general staff employees of the University who are employed in TAFE schools or University Portfolios whose salary is primarily derived from State Government funding.
- 3.20 **"Trades and Services Employee"** refers to University employees who occupy trades, cleaning, boarding school, child-care, cafeteria, security and stores positions within the University and can be identified as having some separate working arrangements to those employees occupying PACCT positions.
- 3.21 **"Union"** means
- 3.21.1 National Tertiary Education Industry Union (NTEU), or
 - 3.21.2 Australian Workers Union (AWU).
- 3.22 **"University"** means Federation University Australia.
- 3.23 **"Unsatisfactory Performance"** means types of conduct or action by employees that will result in their ongoing employment being reviewed because of, but not limited to, inefficiency, poor or underperformance or negligence or failure in the performance of the specified duties of the position held.
- 3.24 **"Vice-Chancellor"** means the Vice-Chancellor or the Acting Vice-Chancellor of Federation University, or the Vice-Chancellor's delegate acting under specified delegated authority pursuant to *Clause 5*.
- 3.25 **"Voluntary Emergency Management Activity"** has the meaning given in the Fair Work Act.
- 3.26 **"Work value"** means a measure of the job's worth in comparison to the relative worth of other jobs in the organisation and is determined by the systematic analysis and evaluation of knowledge and skills, task complexity and decision accountability in a job.

4 OPERATION OF AGREEMENT

- 4.1 This Agreement will commence operation seven days after it is approved by the Fair Work Commission. This Agreement will have a nominal expiry date of 30 April 2026, however it will continue in operation after the nominal expiry date until replaced or terminated in accordance with the Fair Work Act.
- 4.2 The Agreement may be varied during its operation pursuant to *Division 7, section 207* of the Fair Work Act. The variation comes into operation on the date specified in the FWC's decision to approve the variation.
- 4.3 The employees' employment is subject to University statutes, regulations, policies, procedures and guidelines, as varied from time to time, and they will apply in the form they are in as at the time of the relevant action or decision. University statutes, regulations, policies, procedures and guidelines, although referred to in this Agreement, are not thereby incorporated into this Agreement and do not form part of this Agreement.
- 4.4 The parties agree to commence negotiations for a replacement enterprise agreement three (3) months before the nominal expiry date of this Agreement. It is acknowledged that Unions may take reasonable steps, including holding meetings of staff and members, to prepare for bargaining in the three months ahead of the expiry date of this Agreement.

5 DELEGATIONS

The Vice-Chancellor may specifically delegate any or all of the Vice-Chancellor's powers and functions under this Agreement, including this power of delegation. Such delegations may be subject to conditions.

6 COVERAGE AND PERSONS BOUND

- 6.1 This Agreement has been negotiated between Federation University, the National Tertiary Education Industry Union (NTEU) and the Australian Workers Union (AWU) (the parties).
- 6.2 This Agreement covers and is binding upon:
- 6.2.1 the University;
 - 6.2.2 the NTEU, and AWU, their officers and agents; and
 - 6.2.3 all academic and general staff employees of the University but does not bind TAFE Teachers.
- 6.3 Terms and conditions of employment of the Vice-Chancellor, Deputy Vice-Chancellors, Associate Deputy Vice-Chancellors, Chief Financial Officer and Chief Operating Officer are not set by this Agreement.

7 ANTI-DISCRIMINATION

The University is committed to:

- 7.1 treating employees in a fair and reasonable manner; and
- 7.2 complying with all of its legislative responsibilities relating to the work environment and to anti-discrimination and supports the Victorian Charter of Human Rights and Responsibilities Act (2006) and Queensland Human Rights Act 2019.

PART 2: APPOINTMENT AND RECRUITMENT

8 MODES OF EMPLOYMENT

The purpose of this clause is, amongst other things, to provide definition to the various types of employment used at the University, to ensure that employees are aware of the type of employment under which they are engaged, and to provide severance payments to some classes of fixed-term employees.

This Agreement does not prevent an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties. Nothing in this Agreement shall limit the number or proportion of employees that the University may employ in a particular type of employment.

8.1 REQUIREMENT TO STATE TERMS OF ENGAGEMENT

Upon engagement, the University shall provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

- 8.1.1 employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- 8.1.2 a fixed-term employee, the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment in accordance with *sub-clause 8.3.6* of this Agreement;
- 8.1.3 a part-time employee, the University and the employee will agree on a regular pattern of work, specifying at least the hours worked each day and which days of the week the employee will work;
- 8.1.4 a casual employee, 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;
- 8.1.5 any employee subject to probationary employment, the length and terms of the probation; and
- 8.1.6 other main conditions of employment, or the documentary or other recorded sources from which such conditions can be ascertained, the identity of the employer, and the duties and reporting relationships to apply upon appointment.

8.2 CONTINUING EMPLOYMENT

- 8.2.1 "Continuing Employment" means all employment other than fixed-term employment or casual employment.

- 8.2.2 Continuing employment may either be on a full-time or fractional part-time basis and shall have no fixed end date.
- 8.2.3 Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee that the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

8.3 FIXED-TERM EMPLOYMENT

- 8.3.1 “Fixed-term employment” means employment for a specified term or ascertainable period. The contract for this employment 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 the employment shall expire). The circumstance set out in *Clause 8.3.6* which is being relied upon for the use of the fixed-term contract is to be specified in the position description of a fixed-term position.
- 8.3.2 Fixed-term employment may either be on a full-time or fractional part-time basis.
- 8.3.3 Fixed-term employment is not terminable, by the University, during the term of employment, other than during a probationary period, or for cause based upon serious or wilful misconduct; or where the circumstances of *Clause 67* of this Agreement apply.
- 8.3.4 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.
- 8.3.5 Any second or subsequent fixed-term contract with the University shall not contain a probationary period.

8.3.6 ***The use of fixed-term employment***

The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

- (i) *Specific task or project*
A specific task or project is:
- (a) a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe; and/or
 - (b) 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.
- (ii) *Research*
“Research” means work activity by a person engaged on research-only functions for a contract period not exceeding five (5) years.
- (iii) *Replacement Employee*
“Replacement Employee” means an employee:
- (a) undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter is either on authorised leave of absence or is temporarily performing duties other than those of the substantive position, including to accommodate alternate duties as part of a return to work plan or return from parental leave or temporarily seconded away from their usual work area; or
 - (b) performing the duties of:
 - A. a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - B. 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 employee is engaged for the vacant position or vacant higher duties position as applicable.

(iv) *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 on a fixed-term contract. For the purpose of this paragraph, practical or commercial practice will be considered as “recent” only when it has occurred in the previous two (2) years.

(v) *Pre-retirement contract*

Where a full-time or a part-time employee declares that it is his or 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 three (3) years.

(vi) *Fixed-term contract employment subsidiary to studentship*

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 paragraphs of this sub clause, that is work generally related to a degree program that the student is undertaking, provided that:

- (a) 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
- (b) 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.

(vii) *Apprenticeship or Traineeship*

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority, or a person employed under a special Commonwealth or State Government employment or training scheme.

Notice of cessation or renovation of employment upon expiry of contract

8.3.7 Except where the circumstances of *Clause 67 and 68* of this Agreement apply, the University shall provide to a fixed-term staff member, other than an apprentice or trainee, a written notice that at the expiry of the contract the University intends to:

- (i) continue the position on a further fixed-term contract basis;
- (ii) continue the position on a continuing basis; or
- (iii) discontinue the position.

8.3.8 Where the University has made a determination in accordance with *sub-clause 8.3.7(i) or (ii)*, the staff member will be given further employment in the fixed-term or continuing position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position.

8.3.9 Conversion to Continuing Employment

8.3.9.1 An employee who has been employed on a fixed-term contract will be offered continuing employment upon the occurrence of either of the following events:

- (i) Upon the employee having been employed on a fixed-term contract or contracts for two (2) years; or
- (ii) Upon the completion of two (2) successive fixed-term contracts.

8.3.9.2 The classification, fraction and duties of the offer of continuing employment shall correspond to the contract that was in force prior to the deeming of the employee to be a continuing employee. A change of time fraction may be agreed between the University and the employee.

8.3.9.3 The University shall not be required to make such an offer (as described in *sub-clause 8.3.9.1* above) in circumstances where:

- (i) The appointment as a fixed-term employee was as part of a bona fide post-doctoral arrangement of fixed duration (of the type that existed at the University in 2020); or
- (ii) The appointment as a fixed-term employee was a bona fide studentship as described in *Clause 8.3 (vi)*; or

- (iii) The employee's last or only fixed-term appointment was as a replacement employee and the need for a replacement employee has ceased, such as where an employee has returned from parental leave; or
- (iv) The employee's contract is a pre-retirement contract; or
- (v) Where the work of the type the employee has been performing is no longer required to be performed by anyone at the time the University is considering making an offer, or having regard to all the relevant circumstances there is not sufficient work for the employee to be usefully employed.

8.3.9.4 To avoid doubt an employee's work is taken to no longer be required to be performed by anyone when there is insufficient work to justify the employee's continued employment, and this cannot be overcome by reasonably practicable changes to work allocations or practices.

Notice periods

8.3.10 The notice under *sub-clause 8.3.7* shall be the greater of:

- (i) any 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
- (ii) period of notice as outlined below:

Period of continuous service	Period of notice
Less than 3 years	2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

8.3.11 In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than two (2) years continuous service shall be entitled to an additional week's notice.

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

- (i) 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
- (ii) gives notice to the staff member at the earliest practicable date thereafter.

Severance pay

8.3.13 Severance pay shall be payable to academic and general staff employees on fixed-term contracts, as outlined below, where:

- (i) the University has made a determination in accordance with *sub-clause 8.3.7 (iii)*; and
- (ii) the staff member seeks to continue employment; and
- (iii) the staff member has been employed on a second or subsequent fixed term contract; and
- (iv) the staff member is employed on a fixed-term contract pursuant to *sub-clause 8.3.6(vii) – Apprenticeship or Traineeship*.

Length of continuous service	Severance pay
Up to the completion of 1 year	Nil
More than 1 year and up to the completion of 3 years	2 weeks' pay*
More than 3 years but less than 4 years	4 weeks' pay*
4 years or more but less than 5 years	5 weeks' pay*
5 years or more but less than 6 years	6 weeks' pay*
6 years or more but less than 7 years	7 weeks' pay*
7 years or more but less than 8 years	7 weeks' pay*
8 years or more but less than 9 years	8 weeks' pay*
9 years or more but less than 10 years	9 weeks' pay*
10 years and over	12 weeks' pay*

* weeks' pay means the ordinary time rate of pay for the employee concerned.

8.3.14 Severance pay for all staff employed on a fixed-term contract to undertake predominantly research or specific task or project work, who seek to continue the employment, shall be payable as outlined below, where:

- (i) the employee is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in *sub-clause 8.3.6(i) – Specific Task or Project* or *(ii) – Research* and the same or substantially similar duties are no longer required by the University; or
- (ii) the employee is employed on a fixed-term contract to do work required for the circumstances described in *sub-clause 8.3.6(i) – Specific Task or Project* or *(ii) – Research* and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

Length of continuous service	Severance pay
1 year or more but less than 2 years	4 weeks' pay*
2 years or more but less than 3 years	6 weeks' pay*
3 years or more but less than 4 years	7 weeks' pay*
4 years or more	8 weeks' pay*

* weeks' pay means the ordinary time rate of pay for the employee concerned.

8.3.15 Severance payments under *sub-clause 8.3.13* and *8.3.14* do not apply if:

- (i) the University offers further employment in a suitable vacant position; or
- (ii) if the University obtains acceptable alternative employment for an employee otherwise entitled to severance payment.

8.3.16 If the University advises an employee in writing that further employment may be offered within six (6) weeks of the expiry of a period of Fixed-Term Employment, then the University may defer payment of severance benefits under *sub-clause 8.3.13* for a maximum period of eight (8) weeks from the expiry of the period of Fixed-Term Employment.

Conditions for fixed-term contract of employment

8.3.17 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.

8.3.18 For the purpose of this Agreement, where a formal offer of a further fixed-term appointment is made within eight (8) weeks of the end of a period of fixed-term employment, and the further fixed-term appointment subsequently commences, the break between fixed-term appointments shall not constitute a break in continuous service.

No Disadvantage for Fixed-Term Staff in Further Employment as a Result of Pregnancy or for parental responsibilities

8.3.19 A fixed-term employee whose contract expires while they are pregnant or on parental leave shall have their contract renewed if the work they were employed to perform is to continue, unless:

- (i) their performance or conduct were such that notwithstanding the pregnancy or period of parental leave they would not have been offered further work; or
- (ii) there could not have been a reasonable expectation of further work, for example, because the employee was a replacement employee, or was on a short-term studentship.

8.4 CASUAL EMPLOYMENT

"Casual employment" means the employment of a person engaged by the hour and paid on an hourly basis whose payment includes a 25% loading related to Agreement-based benefits for which a casual employee is not eligible, (sick leave, annual leave, and annual leave loading). Casual employment will be paid on a fortnightly basis.

The University shall have systems in place which ensure that employees are being paid for all time worked.

8.4.1 Academic Casual Employees

- (i) A casual academic employee may be employed for a specific number of hours over a semester or a period of weeks with a minimum period of engagement of two (2) hours on each occasion they are required to attend work, A casual employee will be paid an hourly rate in accordance with *Schedule 2* of this Agreement. Timesheets will be submitted on a fortnightly basis.

- (ii) Casual academic employees will not be responsible for the employment or supervision of other employees.
- (iii) Casual academic employees should only be involved in administration to the extent that it is necessary to support their academic responsibilities. A casual academic employee will not be required to be solely responsible for the development of a course or a unit of study. However, the employee may be responsible for the coordination of a unit for short periods to cover an unexpected vacancy.
- (iv) The definitions for casual academic employee classifications, and rates of pay, are contained in *Schedule 2* of this Agreement. Conditions relating to marking and assessment performed by a casual academic employee are also contained in *Schedule 2*.
- (v) Over the life of this Agreement, the University shall provide casual academic employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities, access to services, equipment, storage facilities and office space.
- (vi) A casual academic employee will be paid within 22 days of submitting a completed valid claim for payment to People and Culture.
- (vii) The University will make its best endeavours to ensure casual employment is used as a supplement to and not as a substitute for the creation of continuing and fixed term positions.
- (viii) Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be entitled to attend Institute/Departmental meetings (including but not limited to Institute forums) on the same basis as permanent academic staff.
- (ix) Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be provided with the following resources and facilities on the same basis as permanent academic staff:
 - (a) library cards;
 - (b) out-of-hours access;
 - (c) telephone access;
 - (d) email accounts;
 - (e) network and intranet access;
 - (f) access to a hot desk on campus with a desktop computer; and
 - (g) inclusion in the University's directories.
- (x) Casual academic staff, other than those employed on an occasional or ad hoc basis, shall, unless there is a reasonable basis not to do so in a particular case, be provided with the following resources and facilities for a period up to three (3) months after the casual contract ceases:
 - (a) library cards;
 - (b) email accounts; and
 - (c) Federation University network and intranet access.
- (xi) Casual academic staff shall be eligible to apply for internally advertised University positions provided that they were in paid employment for the University in the current or previous semester.
- (xii) Unless expressly excluded by agreement between the parties, casual academic staff shall be eligible to apply for any internal funding opportunities, including grants and professional development funds, on the same basis as permanent academic staff.
- (xii) Casual academic staff who are employed to deliver a series of lectures, tutorials or demonstrations amounting to at least one (1) contact hour per week for a complete teaching period, and who have not been employed previously by the University on this basis, or on a full-time or fractional time basis, are expected to attend a session of up to five (5) hours for induction and/or policy familiarisation. Staff who attend such a session will be paid at the "other academic duties" rate for the length of the session.

8.4.2 Academic decasualisation

During the nominal term of this Agreement, the University will create a program to transition the work undertaken by casual Employees to ongoing academic positions in accordance with this clause (**Program**).

Creation of Positions

8.4.2.1 As part of the Program, the University will create, advertise and fill 16 FTE ongoing academic positions (**Positions**) as follows:

- (a) on or before 1 December 2023, the university will create and advertise eight (8) FTE positions; and
- (b) on or before 1 December 2024 a further four (4) FTE positions; and
- (c) on or before the nominal expiry date of the Agreement, a further four (4) FTE positions.

8.4.2.2 If an Employee is appointed to a Position but their employment is terminated during the confirmation period pursuant to *sub-clause 8.4.9*, the appointment will not count towards the target prescribed by *sub-clause 8.4.2.1*.

8.4.2.3 The University may create and advertise the Positions on a full-time or part-time basis, provided that the minimum fraction at which a position may be created and advertised is a minimum of (0.4) FTE.

8.4.2.4 An Employee who is appointed to a Position will primarily perform teaching work that was previously performed by casual Employees.

8.4.3 Eligibility to apply for Positions

Subject to *sub-clause 8.4.4*, an applicant for a Position must:

- (a) have worked as a casual academic for a period totalling at least two (2) teaching sessions within the previous two (2) years at an Australian higher education institution;
- (b) not have held an ongoing position at an Australian higher education institution in the previous three (3) years; and
- (c) provide evidence that they meet these criteria.

8.4.4 Notwithstanding *sub-clause 8.4.3* the University may, at its discretion, accept an application from an applicant who:

- (a) does not meet the requirements of that sub-clause due to having taken parental leave, or for other personal reasons;
- (b) is not a doctoral graduate; or
- (c) has insufficient experience,

if the applicant otherwise satisfies the requirements and is qualified to perform the Position for which they have applied.

8.4.5 Advertising positions internally

To ensure the provision of equitable opportunities for existing casual Employees:

- (a) Positions will be open to current casual/sessional academic employees of the University and advertised internally for at least ten (10) working days;
- (b) The selection committee will assess and interview the applicants against the requirements of the position description and key selection criteria; and
- (c) Appointment decisions will be based on merit using equitable and transparent processes.

8.4.6 If no internal applicant is appointable to a Position, the University may advertise the Position externally.

8.4.7. Appointments to Positions

8.4.7.1 Appointments to Positions will be:

- (a) on an ongoing basis; and
- (b) made at a minimum of level A step 3.

8.4.7.2 An Employee who is appointed to a Position will:

- (a) incrementally progress in accordance with *Clause 11 Salary Increases and Schedule 1 – Academic Annual Salary Rates*; and
- (b) be entitled to apply for, and be promoted, in accordance with this Agreement and University policy.

8.4.8 Workload allocation

The workload for Positions will be allocated in accordance with *Clause 35 - Managing Workloads – Academic Employees*.

8.4.9 Confirmation period following appointment

An Employee who is appointed to a Position will be subject to a probationary period in accordance *Clause 9 - Probation*.

8.4.10 Reduction in use of casual employment

8.4.10.1 Over the nominal term of this Agreement, the University will reduce its use of casual employment by at least 25% on an FTE basis as compared to the University's proportional FTE casual academic workforce at the date of commencement of the Agreement.

8.4.10.2 The reduction referred to in *sub-clause 8.4.10.1* will be measured by applying the same methodology as used by the University to compile casual FTE staff data the University annually supplies to the *Department of Education, Skills and Employment*, with the May 2022 data being taken as the reference point.

8.4.11 Reporting to the Implementation and Monitoring Committee

The University will report to the Implementation and Monitoring Committee on:

- 8.4.11.1 the total number of Positions established and filled, as well as the units and disciplines in which the appointments were made and the workload allocations for the Positions:
 - (i) over the previous 12 months; and
 - (ii) over the nominal term of this Agreement; and
- 8.4.11.2 the FTE reduction in the volume of casual academic work performed:
 - (i) over the previous 12 months; and
 - (ii) over the nominal term of this Agreement.

8.4.12 General Staff Employees

- (i) An Employee may only be employed as a Casual Employee where the work to be performed is of an irregular nature or for a short period of time of no more than 12 months.
- (ii) Casual employees will be paid overtime for all authorised work performed outside of, or in excess of, the ordinary hours of work under *Clause 21 – Hours of work*. The overtime will be paid in accordance with *Clause 24 - Overtime*.
- (iii) The casual loading prescribed by *sub-clause 8.4* will not be paid for overtime hours worked.
- (vi) The minimum period of engagement for a casual general staff employee will be three (3) hours except:
 - a. where the casual is a student who is expected to attend the University on that day in their capacity as a student, in which case the minimum period of engagement will be one (1) hour. A student will be taken as being expected for attendance between any Monday to Friday during the main teaching weeks of the University, other than public holidays, as applied by the University.

8.4.13 Conversion from casual employment to ongoing employment (General Staff)

General

- (i) An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.
- (ii) At the time of appointment, the University shall advise a casual Employee of the conversion provisions in this Agreement and a copy of the conversion provisions shall be made available to such Employees at the time of appointment.
- (iii) The University shall also take reasonable steps from time to time to inform casual Employees of the conversion provisions of the Agreement.

- (iv) Conversion under this clause may be to ongoing employment or to fixed-term employment as permitted elsewhere in this Agreement. The minimum time fraction offered to the employee will be calculated based on their average hours of work across the 12-month period immediately prior to conversion. The employment will be offered at the same location at which the casual work was being performed.
- (v) Where the average hours of work is less than a full-time fraction, conversion to part-time work may be offered, as permitted elsewhere in this Agreement.
- (vi) A casual employee who is converted under this clause will have their casual service count as service for the purpose of calculating incremental progression, entitlement to parental leave, long service leave and redundancy entitlements.

The Conversion Process

- 8.4.14 An Employee who has been employed as a casual employee on a regular and systematic basis in the same or a similar role for a continuous period of 12 months will be offered a contract to continuing or fixed-term employment, provided that the work of the position is still required.
- 8.4.15 The University may refuse to offer conversion to fixed-term or ongoing employment on the following grounds:
- (a) The employee is a student, other than where the employee's status as a student is irrelevant to the employee's engagement and the work required;
 - (b) The employee is performing work which will cease to be required, or will be performed by a fixed-term or ongoing employee within 26 weeks;
 - (c) The employee is engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties.
 - (d) The work is ad hoc, intermittent, or unpredictable.

If the University refuses to offer conversion, a written response will be provided to the employee within 14 days and include details of the reasons for the refusal.

- 8.4.16 The University will assess eligibility for conversion in accordance with *sub-clause 8.4.14* in April (**First Conversion Period**) and October (**Second Conversion Period**) each year. Casual employees offered conversion to continuing or fixed-term employment will have 21 days to advise the University if they accept or reject the offer. Where an offer is accepted, the conversion will commence at a date agreed between the Manager/Supervisor and the employee but no later than four (4) weeks after accepting the offer.
- 8.4.17 Where an employee rejects an offer of conversion, they may elect to remain a casual employee. The University reserves the right to advertise positions where an offer of conversion to fixed-term or ongoing employment has been rejected and there is an identified need for the position.

Right to request conversion to non-casual employment

- 8.4.18 A casual employee can apply for conversion via the Manager or Supervisor providing they meet the criteria set out in *sub-clause 8.4.14*. Where the University grants a request for conversion, the conversion will commence at a date agreed between the Manager/Supervisor and the employee but not later than four (4) weeks after the request is granted by the University.
- 8.4.19 If the University refuses a request for conversion on the ground set out in *sub-clause 8.4.15*, a written response will be provided to the employee within 14 days and include details of the reasons for the refusal.

8.4.20 Casual Employee Levels

The University will seek to reduce casual staff numbers as a percentage of overall staff numbers over the life of this Agreement and will report quarterly to the Unions through the CAIMC on casual academic and general staff numbers.

8.5 SCHOLARLY TEACHING FELLOWS

- 8.5.1 The purpose of Scholarly Teaching Fellow positions is to provide a pathway for casual academic employees to convert to secure employment and will not be used to reduce or replace standard teaching and research positions. An academic employee may be employed on a continuing or fixed-term basis (where *sub-clause 8.3.6* applies) as a Scholarly Teaching Fellow subject to the terms of this clause.

- 8.5.2 Scholarly Teaching Fellow positions will replace existing casual staffing positions and may be a full-time or part-time appointment (of 40% full-time equivalent or more) but may include a small proportion of work not previously performed by casuals, such as unit co-ordination.
- 8.5.3 Within three (3) months from the approval of this Agreement and prior to each teaching period, the University will conduct an audit of the previous use and future needs of academic casual labour in consultation with the union. Where it is identified that casual academic staff have been required for two (2) or more teaching periods to undertake the same or similar work, unless the work has been undertaken by the casual to cover a short-term vacancy, a Scholarly Teaching Fellow position will be created, and filled and a corresponding reduction in the use of casual employment will be maintained.
- 8.5.4 Scholarly Teaching Fellows will be paid in a salary range commencing at Level A3 or Level B, with annual incremental progression, where performance is assessed as satisfactory, up to a maximum of Level B Step 3, provided that any Scholarly Teaching Fellow required to carry out full unit co-ordination duties as part of normal duties or who holds a relevant doctoral qualification, will be paid a salary no lower than Level A Step 6.
- 8.5.5 Applicants for a Scholarly Teaching Fellow position are limited to casual employees of the University. Positions will be filled on a merit basis. The positions will be advertised internally within the University.
- 8.5.6 A Scholarly Teaching Fellow may apply for academic promotion (to Level B or Level C teaching and research academic) in accordance with the University promotion process. Alternatively, a Scholarly Teaching Fellow, may apply for any suitable on-going position advertised by the University. A Scholarly Teaching Fellow will cease to be classified as such if they are appointed or promoted to a standard teaching-and-research position or research position.
- 8.5.7 Scholarly Teaching Fellows shall have a teaching focused workload, such that the University can allocate teaching and teaching related activities up to 80% of their allocated workload. The allocation of the workload of a Scholarly Teaching Fellow will otherwise be in accordance with *Clause 35 – Managing Workloads – Academic Employees*.
- 8.5.8 After completion of their probationary period, as described in *Clause 9 - Probation*, a Scholarly Teaching Fellow may request conversion from a Scholarly Teaching Fellow to a teaching/research role. Where a Scholarly Teaching Fellow has requested conversion to a teaching/research role the following will occur:
- (i) A 10% annual research allocation will be applied to their workload for a two (2) year period to assist in establishing a research profile.
 - (ii) A research plan setting achievable goals for the 10% research workload allocation will be agreed between the Executive Dean (or equivalent) and the staff member as part of the PRDP process and regular reviews of progress will be undertaken with the Executive Dean (or equivalent) during the following 18-month period.
 - (iii) If the goals outlined in the research plan agreed in the process identified at *sub-clause 8.5.8 (ii)* are achieved the Scholarly Teaching Fellow will be converted to a teaching/research role at their current classification level at the end of the two (2) years.
 - (iv) If sufficient progress has not been made in respect of the goals in the plan agreed at *sub-clause 8.5.8 (ii)*, a further 12-month period with a 10% annual research allocation will be applied. If requested by the staff member they will revert to a Scholarly Teaching Fellow workload profile.

8.6 SENIOR STAFF PERFORMANCE BASED CONTRACTS (PBCS)

- 8.6.1 The University and the following staff members may enter into PBCs:
- (i) Academic staff employed as Heads of Organisational Units, other than as Directors of Research Centres with less than 20 full-time equivalent staff; and
 - (ii) General staff paid more than \$100 above the annual salary applicable to HEW level 10, at any time throughout the life of the Agreement.
- 8.6.2 Any employee on a senior staff performance contract will not receive the salary increases in *Clause 11*. Any salary increase will be based on the employee's performance, which will be assessed in accordance with Performance Review and Staff Development processes and the University's financial position.

- 8.6.3 All provisions of this Agreement will apply to a PBC staff member except that:
- 8.6.3.1 the PBC may set out key performance criteria or targets, which must be met within defined timeframes or circumstances; and
 - 8.6.3.2 the Agreement provisions relating to fixed-term employment, probation, redeployment, redundancy, unsatisfactory performance and misconduct/serious misconduct processes, performance management, incremental progression, managing workloads (both academic and general staff), hours of work, shift work, overtime, working at different campuses or sites, termination of employment, termination of employment on the grounds of ill health, the accrual of annual leave, the taking of annual leave and annual leave loading will not apply to the PBC staff member. Provided that the minimum leave entitlements, termination and notice provisions will be in accordance with the provisions of the Fair Work Act.

8.7 GENERAL STAFF VACANCIES

- 8.7.1 When advertising for vacancies for HEW 2 to HEW 8 levels that have an appointment period of more than twelve (12) months, the University will advertise for the positions internally and may concurrently also advertise externally.
- 8.7.2 Preference for appointment will be given to University employees but selection will be on merit. The University will shortlist internal and external applicants who meet the selection criteria. Notwithstanding a selection requirement for completed qualifications, the University will consider an internal candidate who is currently well advanced in studying for the relevant qualification, and who meets all other selection criteria. Where an internal and external candidate are assessed as substantively equal, the internal applicant will be offered the position.
- 8.7.3 University employees can also request to be appointed on a secondment basis and any continuing employee who obtains a fixed-term position or is appointed as a secondment shall retain their continuing status and shall have a right to revert to the employee's previous position or to any other position which corresponds to that position upon expiry of the fixed-term position or seconded period.

9. PROBATION

9.1 General

- 9.1.1 Probation will apply to continuing and fixed-term staff employed for six (6) months or more.
- 9.1.2 There will be no probation for:
- (i) casual/sessional staff; or
 - (ii) fixed-term appointments of less than six months; or
 - (iii) where a continuing employee is seconded to another position in the University and they have completed their initial probation; or
 - (iv) Any second or subsequent fixed-term contract with the University.
- 9.1.3 Subject to this clause a probation period for a fixed-term contract employee will not exceed one-half of the length of the fixed-term contract.
- 9.1.4 The purpose of probation is to establish whether an appropriate match has been made between the employee, the position and the work environment, and whether the employee is able to perform the required duties of the position at least satisfactorily.
- 9.1.5 In determining the length of the probationary period, the University shall take into account the employee's qualifications and experience, the nature of the position and the duration of the appointment.
- 9.1.6 Nothing in this *Clause 9* precludes the termination of employment of a probationary employee for Serious Misconduct.

9.2 Academic Probation

- 9.2.1 Subject to *sub-clause 9.2.6 (ii)* a probation period for a continuing employee shall be normally up to 24 months. However, where it is necessary for the employee to demonstrate research and/or publication activity the probation period may be up to 36 months.
- 9.2.2 The employee shall be advised of the length of the probationary period and the name and position of the employee's Supervisor prior to commencement of employment through the letter of offer or contract of employment.

- 9.2.3 At or as soon as possible after commencement of employment, the new employee shall be inducted, at which time probation requirements shall be explained.
- 9.2.4 During the probationary period, the employee shall be subject to formal assessment and provided with continuing constructive counselling and support to confirm progress and/or identify difficulties and develop strategies for their resolution.
- 9.2.5 The process for probation will consist of:
- (i) a probation plan prepared at the start of employment;
 - (ii) interim review/s in accordance with University guidelines;
 - (iii) final probation review conducted before the end of the probationary period; and
 - (iv) where performance concerns are identified during the probationary period, a clear statement of issues and improvements required will be provided to and discussed with the employee. The employee will have an opportunity to respond to the performance issues raised. This discussion will include identifying any assistance that the Supervisor will provide in order to meet performance expectations.
- 9.2.6 Prior to the expiration of the probation period the University will, after following the processes in *sub-clause 9.2.5*:
- (i) confirm the appointment if no concerns have arisen, or concerns have been satisfactorily addressed; or
 - (ii) extend the probation period by a period no greater than six (6) months if concerns have been identified and need more time to be addressed; or
 - (iii) give notice of three (3) months to terminate employment, provided that no decision to terminate employment will be made before an employee has completed 12 months of service, unless a probationary period of less than 12 months is stipulated in the contract.
- 9.2.7 Where a probation period is extended the employee will be advised prior to the conclusion of the initial probationary period, of the reasons and justification for the decision and given an opportunity to respond.
- 9.2.8 If an assessment of performance cannot be made due to an employee taking a period of approved leave (e.g. leave without pay, personal leave, parental leave) that is greater than four (4) weeks then People and Culture may, upon the recommendation of the employee's supervisor, extend the probation period by no more than the period of the approved leave.
- 9.2.9 Where the University gives notice to terminate the employment of the employee, the employee will be advised of the reasons for the decision and given an opportunity to respond within five (5) working days of receipt of this advice and appeal the decision to the Deputy Vice-Chancellor (Academic) or nominee. The Deputy Vice-Chancellor (Academic) or nominee will endeavour to make a determination within five (5) working days, following consultation with People and Culture and their decision will be final.

9.3 General Staff Probation

- 9.3.1 The employment of a general staff employee covered by this Agreement who is appointed for a period of six (6) months or more will be subject to probation for a maximum period commensurate to the skill level of the position and applied as follows:
- (i) HEW Levels 1 to 9..... up to six (6) months
 - (ii) HEW Level 10..... up to 12 months
- 9.3.2 During the probationary period, the employee's performance and conduct in the workplace shall be subject to formal assessment, and the employee shall be provided with continuing constructive counselling and support to confirm progress and/or, identify difficulties and develop strategies for their resolution.
- 9.3.3 Prior to the expiration of the probation period the University will:
- (i) confirm the appointment if no concerns have arisen or concerns have been addressed; or
 - (ii) extend the probation period by no more than the time of the initial period and in any case by no more than six (6) months if concerns have been identified and need more time to be addressed; or
 - (iii) give notice to terminate the employment of the employee (or payment in lieu thereof), in accordance with the Fair Work Act.

- 9.3.4 Where a probation period is extended the employee will be advised, prior to the conclusion of the initial probationary period, of the reasons for the decision and given an opportunity to respond and any response will be considered by People and Culture, who may affirm or vary the decision to extend the probation period.
- 9.3.5 If an assessment of performance cannot be made due to an employee taking a period of approved leave (e.g. leave without pay, personal leave, parental leave) that is greater than four (4) weeks then People and Culture may, upon the recommendation of the employee's supervisor, extend the probation period by no more than the period of the approved leave.
- 9.3.6 Where the University gives notice to terminate the employment of the employee, the employee will be advised of the reasons and justification for the decision and given an opportunity to respond within five working days of receipt of this advice. The University will consider the response and advise the employee of its decision within 5 working days of receiving the written response (if any).

10. ABORIGINAL AND/OR TORRES STRAIT ISLANDER EDUCATION AND EMPLOYMENT MATTERS

- 10.1 The parties recognise the vital role Aboriginal and/or Torres Strait Islander people bring to the University and the University acknowledges the need to strengthen the commitment to the seven key themes articulated in the Reconciliation Action Plan - Aboriginal and/or Torres Strait Islander governance, culture, employment, students, engagement, research and teaching and learning.
- 10.2 This commitment will be articulated in the University's key relevant policy document, the Reconciliation Action Plan, and the associated Indigenous strategies on employment, research and education. In developing and implementing the Reconciliation Action Plan and the associated strategies, the University will engage with Aboriginal and/or Torres Strait Islander Community Members, Staff and Students. The University will have Aboriginal and/or Torres Strait Islander Staff on key planning and academic decision-making processes of the University including the Academic Board.
- 10.3 To ensure currency of cultural competency, all staff involved as bargaining representatives for the next Agreement must have attended cultural competency training within the previous three (3) years.
- 10.4 The University is committed to increasing the numbers and seniority of Aboriginal and/or Torres Strait Islander staff and will implement the Reconciliation Action Plan and the Aboriginal and/or Torres Strait Islander Workforce Strategy and associated procedures with targets for maintaining, improving and increasing employment as a means of:
- 10.4.1 Maintaining and increasing the number of ongoing Aboriginal and/or Torres Strait Islander employees at the University;
 - 10.4.2 Increasing the number of senior Aboriginal and/or Torres Strait Islander academic and general staff;
 - 10.4.3 Maximising Aboriginal and/or Torres Strait Islander staff development; and
 - 10.4.4 Facilitating and encouraging the direct involvement of Aboriginal and/or Torres Strait Islander employees in determining their career strategies, goals and objectives.
- 10.5 The preferred mode of employment for Aboriginal and/or Torres Strait Islander staff is continuing employment.
- 10.6 To this end the University will increase the number of Aboriginal and/or Torres Strait Islander employees to at least 37 FTE across all areas of the University by the nominal expiry date of this Agreement.

Identified positions

- 10.7 The Aboriginal and/or Torres Strait Islander Workforce Strategy and associated procedures acknowledges that the long-term effectiveness of the University's Aboriginal Education Centre is dependent on Aboriginal and/or Torres Strait Islander people being the majority of employees in the Centre and that the Head of the Centre (Manager/Director or so named) will continue to be an Aboriginal and/or Torres Strait Islander person.
- 10.8 The position of Senior Consultant, Indigenous Workforce (or otherwise named) will remain as an Identified Aboriginal and/or Torres Strait Islander position.

Measures to increase Aboriginal and/or Torres Strait Islander employment

- 10.9 The University will advertise and fill at least two (2) positions per year in each organisational unit as Identified Positions for Aboriginal and/or Torres Strait Islander people. If such positions are not able to be filled by an Aboriginal and/or Torres Strait Islander person, positions may be approved to be advertised to non-Indigenous persons.

Aboriginal and/or Torres Strait Islander Apprenticeship/Traineeships

- 10.10 The University will endeavour to have four (4) apprenticeships and/or traineeships in operation at any time over the life of the Agreement.
- 10.11 The University is committed to providing ongoing employment opportunities to Apprentices/trainees. Apprentices/trainees who have successfully completed an apprenticeship or traineeship will, subject to the work still being required and the satisfactory performance of the apprentice/trainee, be offered the opportunity to convert to ongoing employment.

Monitoring of employment strategies

- 10.12 The parties agree that a significant concrete measure in monitoring the effectiveness of the Aboriginal and/or Torres Strait Islander Workforce Strategy is to increase the number of Aboriginal and/or Torres Strait Islander employees of the University. The parties agree employment targets and accountabilities will be represented in the Reconciliation Action Plan that is required by and reported to Reconciliation Australia.
- 10.13 The University will provide the Unions a report on 1 December each year as to the number of Aboriginal and/or Torres Strait Islander employees and a copy of the annual report made to Reconciliation Australia.
- 10.14 In accordance with University policy, the Aboriginal and/or Torres Strait Islander Workforce Strategy and associated procedures will be reviewed, in consultation with the Unions, at regular intervals over the life of the Agreement.
- 10.15 Through the University's Reconciliation Action Plan Working Group, ongoing consultations will occur with Aboriginal and/or Torres Strait Islander staff, students and communities (as recognised in the University's Reconciliation Action Plan) and the Unions on the review and implementation of the Aboriginal and/or Torres Strait Islander Workforce Strategy associated procedures and on appropriate mechanisms to meet or exceed the Aboriginal and/or Torres Strait Islander Employment Target detailed in *sub-clause 10.6* above.
- 10.16 Should it be apparent to the University or the Unions at any stage that the target will not be met, or probably will not be met, the parties will confer, and a meeting will be held within one (1) month of a request with the Associate DVC (Indigenous) and Associate DVC (Reconciliation) (or otherwise named) and People and Culture, with a view to determining what measures must be taken to ensure that the targets for the Agreement will be met.

Aboriginal and/or Torres Strait Islander Peoples Language Allowance

- 10.17 In recognition of the increased effectiveness and productivity of employees proficient in Aboriginal and/or Torres Strait Islander languages, where an Aboriginal and/or Torres Strait Islander employee who is required to use Aboriginal and/or Torres Strait Islander Language in the course of their employment shall be paid an allowance of:
- **Level 1 – \$2,500 per annum**
Level 1 is an elementary level. This level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication.
 - **Level 2 - \$4,500 per annum**
Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and/or writing.
- 10.18 Aboriginal and/or Torres Strait Islander language shall mean a recognised proficiency in any one of the Aboriginal and/or Torres Strait Islander languages. Proficiency will be determined based on University guidelines that will be developed in conjunction with the Associate Deputy Vice-Chancellor (Indigenous) (or nominee), Senior Consultant, Indigenous Workforce and relevant members from the Unions.

Aboriginal and/or Torres Strait Islander Peoples Cultural Duties Allowance

- 10.19 That in recognition of the additional cultural duties undertaken by Aboriginal and/or Torres Strait Islander people on campus and off campus on behalf of the University, an Aboriginal and/or Torres Strait Islander employee who performs the duties associated with the below levels in the course of their employment shall be paid an allowance of:
- **Level 1 – \$2,500 per annum**
Duties associated with Level 1 include:
 - Welcome to Country/Acknowledgement of Country;
 - Smoking/Cleansing Ceremonies (or similar);

- Performances of traditional dance and storytelling;
 - Provision of cultural knowledge;
 - Additional work with Aboriginal and/or Torres Strait Islander communities on behalf of the institution outside standard working hours (for example, attendance/participation at community meetings as a representative of the University).
 - Additional work within the University that is outside of normal workloads such as participating in interview panels to address the requirements of University policy.
- **Level 2 - \$4,500 per annum**
- Duties associated with Level 2 include:
- All those in Level 1; and
 - Organising and/or participating in Reconciliation Week and NAIDOC week events on behalf of the University as a representative of the local community; and
 - Cultural learning, teaching and research requirements where not already specifically detailed in the employee's position description or annual workload plan.

Workload allocation for Aboriginal and/or Torres Strait Islander Peoples Cultural Duties

10.20 An Aboriginal and/or Torres Strait Islander employee who is required by the University to perform cultural duties as part of their role will have this work recognised in their workload. Cultural duties include but is not limited to:

- Welcome to Country/Acknowledgement of Country;
- Smoking/Cleansing Ceremonies (or similar);
- Cultural Performances;
- Provision of cultural knowledge;
- Additional work with Aboriginal and Torres Strait Islander communities on behalf of the University outside standard working hours (for example, attendance/participation at community meetings as a representative of the University);
- Organising and/or participating in Reconciliation Week and NAIDOC week events on behalf of the University as a representative of the local community;
- Cultural learning, teaching and research requirements where not already specifically detailed in the employee's position description or annual workload plan; and
- Engagement and collaboration with community.

10.21 Where the above cultural duties are part of an Aboriginal and/or Torres Strait Islander employee's role, the workload allocation for these duties will be provided for in accordance with *Clause 35 – Managing workloads Academic Employees* for Academic employees and in accordance with *Clause 36 – Managing workloads – General Staff Employees*, for general staff employees.

PART 3: SALARIES, SUPERANNUATION AND REWARD ADVANCEMENT

11. SALARY INCREASES

11.1 The salary rates are set out in *Schedules 1-3* of this Agreement.

11.2 The following salary increases will apply from the first full pay period on or after the following dates:

- 1 June 2023 – 4% (administrative increase effective paid on 15 June 2023)
- 1 June 2024 – 3%
- 1 June 2025 – 3.5%
- 30 April 2026 – 4%

11.3 Salary-based allowances will be adjusted accordingly.

12. SALARY RANGE ENTRY POINTS

New employees shall be appointed at the bottom of the salary range unless the relevant DVC, Executive Dean, Dean or Director of an operational unit (however so named) has approved appointment at a higher level.

13. PAYMENT OF SALARY

- 13.1 Salaries (including overtime and special loadings, if any) will be paid fortnightly.
- 13.2 All salaries shall be payable by electronic funds transfer, or by cheque at the University's option. Payment by electronic funds transfer shall be made to a financial institution of the employee's choice, provided that such institution has a compatible direct credit system.
- 13.3 At the time of payment, each employee shall be provided with a written statement either through electronic format or hard copy, containing details regarding the make-up of the employee's pay, deductions therefrom and personal leave and annual leave credits.
- 13.4 *Overpayments and Underpayments*
- 13.4.1 An underpayment to a staff member will be corrected and full payment made to the staff member as soon as possible after notice of the underpayment is received by the University. Unless there are exceptional circumstances, the payment to the staff member will be made no later than the pay day of the next pay period following notification to the University.
- 13.4.2 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 with options available for repayment. The timeline for repayment will be of reasonable length having regard to the extent of the overpayment and the time period over which it occurred. The staff member and the University will negotiate an agreed repayment arrangement in good faith (and agreement will not be unreasonably withheld), 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 resolution of disputes under *Clause 71* 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.

14 SUPERANNUATION

- 14.1 UniSuper is the default fund for this Agreement to the extent permitted by law. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper.
- 14.2 The Employer superannuation contributions for UniSuper members will be 17% for all continuing and fixed term employees. The employer superannuation contribution for continuing and fixed term employees who are members of other superannuation funds will be in accordance with the Government Superannuation Guarantee (GSG) as varied from time to time.
- 14.3 Employer superannuation contributions to casual employees will be increased during the life of this Agreement so that the contributions payable to these employees will be no less than 14% by the nominal expiry date of the Agreement. The parties acknowledge that this is an important step towards achieving parity with other employees in respect to employer superannuation contributions.
- 14.4 Existing arrangements will be maintained for those staff members who are members of the GSO "Revised Scheme" and the State Government "New Scheme" (both funds are closed).
- 14.5 Full-time and part-time TAFE General Staff who were members of "VicSuper", and new TAFE General staff may elect to join UniSuper, subject to eligibility criteria being met.
- 14.6 Staff members who are currently members of the now closed State Government "New Scheme" may, choose to transfer their superannuation membership to UniSuper, subject to eligibility criteria and legal obligations being met.
- 14.7 The salary upon which contributions are calculated shall include all ordinary time earnings and any other earnings that are superannuable by reason of another provision of this Agreement or the UniSuper Trust deed. For the avoidance of doubt, this includes any payments made in lieu of any superannuable payment.
- 14.8 An employee in respect of whom employer contributions are being made to a UniSuper defined benefit product may, for periods of authorised leave without pay, apply to the University to make payments to UniSuper to cover employer and employee contributions which would usually have been made to UniSuper in respect of that defined benefit, had that employee not been on authorised leave without pay. Such payments will be funded by the employee.

- 14.9 Where an employee salary sacrifices, the employer contribution will be based on the employee's pre-sacrificed salary.
- 14.10 The University shall pay the relevant employer superannuation contributions to eligible employees regardless of their age to the extent permitted by law.
- 14.11 The University shall continue to pay the relevant employer superannuation contributions when an employee is in receipt of accident make-up pay.

15. APPRENTICES

- 15.1 Apprentices will be paid at the following percentage of the salary rate prescribed at HEW Level 3.1 (base trade rate):

1st Year	55% of the base trade rate
2nd year	65% of the base trade rate
3rd year	80% of the base trade rate
4th year	95% of the base trade rate

- 15.2 During the period of this Agreement, the University will appoint at least one (1) apprentice by 31 March 2024 and reasonably consider further appointments.

16. TRAINING SCHEMES (GENERAL STAFF EMPLOYEES)

The University may participate in Government supported wage or training schemes, or employ staff pursuant to the National Training System. The University will pay trainees at the appropriate HEW level.

17 INCREMENTAL SALARY PROGRESSION

- 17.1 Incremental salary progression is the movement of an employee's salary to the next highest salary point (or increment) within the employee's current classification level in recognition of the employee's acquisition of new skills, experience and knowledge. Supervisors will provide reasonable assistance and opportunity to employees to achieve incremental salary progression, but such advancement is not automatic and will primarily depend on the employee's satisfactory performance over each twelve-month period of employment.

- 17.2 An employee appointed to a continuing or fixed-term appointment will be eligible for incremental progression if the employee:

- 17.2.1 is in receipt of a salary that is less than the maximum step for the employee's classification level; and
- 17.2.2 has concluded 12 months' continuous service with the University following the later of either:
 - (i) entry into the classification level (via appointment, promotion or reclassification to the relevant level); or
 - (ii) the most recent incremental salary progression.

- 17.3 The date upon which the achievement of 12 months continuous service occurs (in accordance with *sub-clause 17.2.2*) will be referred to as the anniversary date.

- 17.4 Movement of the next salary point within the level will occur only when the employee has, over the preceding 12 months:

- 17.4.1 participated in a staff development/performance review in accordance with the University policy on Performance Review and Development Program;
- 17.4.2 acquired and used additional skills, experience and knowledge within the ambit of the classification level and in accordance with the priorities of the organisational unit; and
- 17.4.3 performed satisfactorily against agreed performance objectives and/or the appropriate classification level and the position description.

- 17.5 Movement to the next highest salary point will be effective from the anniversary date.

- 17.6 Where determination of *sub-clause 17.4* is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date unless:

- 17.6.1 the employee has refused to participate appropriately in the University-designated Performance Review and Development Program;

- 17.6.2 the delay is related to the acquisition of new skills, experience and knowledge in accordance with *sub-clause 17.4.2*, in which case the date of acquisition will be the effective date;
- 17.6.3 the increment has been withheld in accordance with unsatisfactory performance or disciplinary procedures, in which case the date from which the performance is deemed to be satisfactory will be the effective date; or
- 17.6.4 the employee has been absent from the workplace in circumstances that do not count for service, in which case the incremental salary progression will be delayed by the period of absence.

17.7 PROGRESSION FROM HEW LEVEL 1 TO HEW LEVEL 2

An employee appointed to a position at HEW level 1 shall have the opportunity to progress through the incremental structure and advance to HEW level 2 without promotion to a higher position, subject to the following criteria:

- 17.7.1 They have the skills, achieved through training or experience, or a combination of both, to warrant such progression; and
- 17.6.1 they perform duties that require the skill levels at level 2.
- 17.6.1 progression from HEW level 1.3 to HEW level 2.1 shall be automatic unless the relevant supervisor advises the criteria under *sub-clauses 17.7.1* and *17.7.2* have not been met.

18 ACCELERATED INCREMENTAL ADVANCEMENT

- 18.1 In exceptional circumstances, an accelerated increment may be recommended by a supervisor when the supervisor considers that the employee has demonstrated outstanding achievement in the previous 12 months.
- 18.2 A recommendation from the relevant Head of Organisational Unit or Director for an accelerated increment shall be accompanied by documentation outlining the outstanding performance, endorsed and agreed to by the relevant Deputy Vice-Chancellor or the Chief Operating Officer or Chief Financial Officer and sent to People and Culture for actioning.
- 18.3 An accelerated increment shall be limited to one additional increment within a classification level and shall only be granted after 12 months have been served by the employee at an increment level.

19 SALARY SACRIFICING

In accordance with Government legislation and the relevant University policy, eligible employees may participate in a flexible salary packaging scheme. Under salary sacrificing or packaging schemes, an employee can agree to take the salary component of the total remuneration as cash salary or select a combination of cash salary and approved benefits to suit the employee's individual needs. Participation in salary sacrificing or packaging will not affect salary for superannuation purposes or any other purpose.

20 HIGHER DUTIES ALLOWANCE (HDA) (General Staff Employees)

An employee who is required to act in a position of higher classification than that which the employee occupies shall be paid an allowance calculated in accordance with this Clause.

20.1 ENTITLEMENT TO THE HIGHER DUTIES ALLOWANCE

- 20.1.1 Where an employee acts in a position that is classified higher than the position the employee occupies for a continuous period of two (2) consecutive working weeks or more (including any holidays) the employee will be eligible for the payment of a Higher Duties Allowance.

20.2 FULL PERFORMANCE OF DUTIES OF HIGHER OFFICE

Where an employee performs the full duties of a higher position, the employee shall be paid on a *pro-rata* basis an allowance equal to the difference between the salary of the employee and the salary payable had the employee been employed in the higher position. For avoidance of doubt the higher duties allowance will be the difference between the employee's substantive salary and the minimum salary point of the higher classification position, subject to *sub-clause 20.4.1*.

20.3 PARTIAL PERFORMANCE OF DUTIES OF HIGHER OFFICE

Where an employee performs a portion of the duties of a higher position, the employee shall be paid an allowance equal to that proportion of the difference between the salary of the employee and the minimum salary of that position of which the employee is performing a portion of the duties. The proportion shall equate with the proportion of the duties of the higher position performed.

20.4 HIGHER DUTIES ALLOWANCE - MISCELLANEOUS

- 20.4.1 If an employee has performed higher duties for an aggregate period of at least 12 months within a 24-month period, incremental progression applicable to the higher office shall apply.
- 20.4.2 Where an employee performing higher duties is permanently promoted to that office, they shall be treated for incremental progression purposes as having been the permanent occupant of that position during the period of higher duties.
- 20.4.3 An employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause, shall continue to be paid such an allowance if the allowance would have been paid but for the granting of the leave. Such leave shall count as service for incremental progression purposes.
- 20.4.4 An allowance payable to an employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowances including overtime.
- 20.4.5 An employee shall not be penalised in any way for a refusal to perform higher duties.

PART 4: HOURS OF WORK, SHIFT WORK AND OVERTIME FOR GENERAL STAFF EMPLOYEES

21 HOURS OF WORK

21.1 ORDINARY HOURS

The ordinary hours of work for all general staff employees, shall not exceed an average of 36.75 per week to be worked on one of the following bases:

- 21.1.1 36.75 hours within a work cycle not exceeding seven (7) consecutive days;
- 21.1.2 73.5 hours within a work cycle not exceeding 14 consecutive days;
- 21.1.3 110.25 hours within a work cycle not exceeding 21 days;
- 21.1.4 147 hours within a work cycle not exceeding 28 consecutive days; or
- 21.1.5 For Trades and Services staff only (excluding cleaners, child-care, residential and cafeteria employees) 73.5 hours within a nine-day fortnight such that the tenth week day may be taken as a scheduled day off.

21.2 ORDINARY HOURS - EMPLOYEES, OTHER THAN SHIFT EMPLOYEES

The ordinary hours of work for employees other than shift employees shall be worked:

- 21.2.1 on any or all of the days of the week, Monday to Friday; and
- 21.2.2 continuously, except for meal breaks, according to the following table:

CLASSIFICATION STREAM	SPAN OF HOURS
(a) Professional, Administrative, Clerical, Computing and Technical Employees (PACCT).	8:00 am – 6:00 pm
(b) Computing and Technical Employees holding positions in the Infrastructure Team of the Corporate Services Solutions section of the Information Technology Services Directorate.	8:00 am – 8:00 pm
(c) Trades and Services Employees (with the exception of Conference and Catering Services).	6:00 am – 6:00 pm
(d) Trades and Services Employees – Conference and Catering Services.	7:00 am – 7:00 pm
(e) Health, Sport and Aquatic Centre (HSAC) Employees.	6:00 am – 9:30 pm

21.3 SPAN OF HOURS

- 21.3.1 The University and an employee may agree in writing on schemes of shift arrangements, which may not attract shift allowances, provided that under these arrangements, no employee will be compelled to work a shift which extends beyond 6:00 pm (8:00 pm for the designated workgroup listed in *sub-clause 21.2.2(b)*, 7:00 pm for the designated workgroup in *sub-clause 21.2.2(d)* and 9:30 pm for the designated workgroup listed in *sub-clause 21.2.2(e)* above) Monday to Friday without payment of a shift penalty.

21.3.2 Notwithstanding other provisions of the Agreement, the University can, by agreement with employee(s) concerned, establish an arrangement for extended shifts of up to nine (9) hours 30 minutes (ten (10) hours for Trades and Services Employees - Conference and Catering Services) (exclusive of meal breaks) which would not attract shift penalty, provided that an employee so agreeing would not be required to work on more than 80% of the ordinary working days (Monday to Friday).

21.4 HOURS OF WORK FOR PART-TIME TRADES AND SERVICES CONFERENCE AND CATERING, AND RESIDENT EMPLOYEES

21.4.1 Part-time Trades and Services (Conference and Catering) employees may be employed on the basis of not less than three (3) hours and not longer than eight (8) hours per day, not less than three (3) nor more than five (5) days each week, and not less than 15 hours each week, nor more than 30 hours per week.

21.4.2 Part-time Trades and Services Residences (House Attendants) employees may be employed on the basis of not less than four (4) hours and not longer than six (6) hours per day, not more than five (5) days each week, and not less than 20 hours each week, nor in excess of 30 hours per week.

22 MEAL BREAKS

22.1 MEAL BREAK ENTITLEMENT

An employee shall not be required to and shall not work more than five (5) consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

22.2 TEA BREAKS (TRADES AND SERVICES EMPLOYEES)

With the approval of the relevant supervisor, Trades and Services full-time employees may be permitted to take two (2) 15-minute tea breaks per day (inclusive of wash-up time).

23 SHIFT WORK

The Shift Work Provisions shall not apply to an employee whose salary is equal to or exceeds that provided for the minimum rate payable to a HEW 7.4 employee.

23.1 DEFINITIONS

For the purpose of this Clause:

23.1.1 **“Day Shift”** means any shift starting at or after 6:00 am and finishing at or before 6:00 pm (or 7.00pm, 8:00 pm and 9:30 pm for shift employees employed in the designated groups specified in *sub-clauses 21.2.2(d), 21.2.2(b) and 21.2.2(e)* respectively).

23.1.2 **“Afternoon Shift”** means any shift finishing after 6:00 pm (or 7.00 pm, 8:00 pm and 9:30 pm for shift employees employed in the designated groups specified in *sub-clauses 21.2.2(d), 21.2.2(b) and 21.2.2(e)* respectively) and at or before midnight.

23.1.3 **“Night Shift”** means any shift finishing after midnight and at or before 8:00 am.

23.1.4 **“Ordinary Shift”** means any shift on which a shift worker is rostered for duty within the ordinary working hours of the employee and according to the relevant roster cycle.

23.1.5 **“Overtime Shift”** means any shift worked by a shift worker in excess of five (5) shifts per week.

23.1.6 **“Relevant Roster Cycle”** means a sequence of shifts in a roster to be normally worked by an employee in the ordinary working hours of the employee and arranged so as to form a recurring cycle of five (5) days on shift and two (2) days off per week.

23.1.7 **“Rostered Shift”** shall have the same meaning as "shift".

23.1.8 **“Shift”** means a continuous period of work during which a shift worker is rostered for duty.

23.1.9 **“Week”** means a period of seven (7) consecutive days, calculated from the commencement of the relevant roster cycle.

23.2 ORDINARY HOURS - SHIFT EMPLOYEES

The ordinary hours of work for shift employees:

23.2.1 shall be worked continuously each shift except for meal breaks;

23.2.2 shall not exceed ten (10) hours (11 hours for Trades and Services Conference and Catering Employees) inclusive of meal breaks in any single shift; and

23.2.3 shall be worked in accordance with this Clause.

23.3 SHIFT PENALTIES APPLICABLE - MONDAY TO FRIDAY

Except as provided in *sub-clause 23.4*, an employee engaged on afternoon or night shift shall for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate plus 15%.

23.4 SHIFT PENALTIES APPLICABLE - SATURDAY, SUNDAY AND HOLIDAYS

An employee required to work an ordinary shift on a Saturday, a Sunday or a holiday shall be paid ordinary rate plus:

23.4.1 On a Saturday - 50%.

23.4.2 On a Sunday - 100%.

23.4.3 On a holiday - 150%.

23.5 ROSTERED DAY OFF FALLS ON A HOLIDAY

A shift worker whose rostered day off duty falls on a holiday shall be granted one (1) day's leave in lieu of such holiday.

23.6 CHANGE OF SHIFT ALLOWANCE

An employee who without 72 hours' notice is transferred from day work to shift work, transferred from one (1) shift roster to another shift roster, transferred to an unrostered shift or transferred to another shift within the roster shall be paid an additional allowance of 50% of the ordinary rate of pay of the employee for any day, afternoon or night shift to which the employee is so transferred and which occurs before the expiry of 72 hours' notice of the transfer.

24 OVERTIME

Overtime means time authorised to be worked by an employee in excess of or outside of the ordinary hours of work of the employee.

24.1 OPERATION OF OVERTIME PROVISIONS

24.1.1 All authorised time worked in excess of or outside the ordinary hours of work required by *Clause 21* shall be overtime and be paid for in accordance with this Clause.

24.1.2 An employee may be required to work reasonable time in excess of the ordinary hours of work and is expected, on reasonable notice, to work such overtime in accordance with the instructions of their supervisor.

24.1.3 No employee shall be required to work excessive overtime on a regular basis as part of operational procedure.

24.1.4 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to the employee's health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

24.2 EACH DAY STANDS ALONE FOR OVERTIME PURPOSES

Where the ordinary hours of work for a day's work are fixed, each day's work shall stand alone in calculating overtime and overtime rates shall apply to all time worked in excess of or outside the fixed hours.

24.3 APPLICATION OF OVERTIME - FLEXIBLE ORDINARY HOURS

Where daily ordinary hours are flexible, the total hours worked in a work cycle, as defined by *Clause 21*, shall be calculated and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

24.4 CONTINUOUS OVERTIME AFTER MIDNIGHT

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

24.5 NON-CONTINUOUS OVERTIME AFTER MIDNIGHT

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

24.6 OVERTIME CALCULATED TO NEAREST QUARTER OF AN HOUR

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

24.7 TIME-OFF IN LIEU OF OVERTIME (TOIL)

24.7.1 The cut-off for the payment of overtime is at the HEW 8.7 salary classification level. An employee in receipt of a salary at or below a HEW 8.7 classification may, by mutual agreement between the employee and the University prior to overtime being worked, take time off in lieu of an overtime payment, such time being calculated in accordance with the overtime rates applicable.

24.7.2 In situations where agreement has been reached for an employee to utilise TOIL under *sub-clause 24.7.1*, but has not yet taken the accrued time off, the employee can request to be paid for the accrued TOIL. Following the request, the University will pay the employee for the overtime in the pay period following the request being made at the overtime rate applicable to the overtime when worked.

24.7.3 The supervisor will keep a record of approved TOIL. Any TOIL accumulation under these arrangements shall be restricted to a maximum of 36.75 hours entitlement at any one time.

Example: By making a mutual agreement to take time off in lieu of payment, an employee at HEW 5 who worked 4 hours overtime on a Wednesday would be entitled to take 6.5 hours off in lieu, calculated at the rate of 1.5 hours for the first three (3) hours, and two (2) hours for the fourth.

24.7.4 An employee whose salary is HEW 9 or HEW 10 classification is eligible for TOIL equivalent to the period of overtime worked instead of paid overtime, subject to a maximum accrual of 36.75 hours at any time. TOIL will be calculated at the rate of one hour for each hour of overtime worked.

Example: An employee at HEW 9 who works 2 hours of overtime on a Wednesday would be entitled to take 2 hours' time off in lieu.

24.7.5 TOIL should be used within three (3) months of accumulation. Managers will use their best endeavors to ensure that employees are able to take their TOIL within three (3) months of accumulation. Use of accumulated TOIL will be encouraged and requested time off will not be unreasonably refused. If, an employee's request for TOIL is refused or for some exceptional reason the TOIL cannot be used within three (3) months of accumulation, then the relevant organisational head or Director may either authorise payment of overtime instead of TOIL or approve the carry-over of such TOIL (which then will have an additional three (3) month period to be taken). If for any reason TOIL remains untaken at the expiry of six (6) months from accumulation, the University will pay the employee in the next pay period for the overtime at the overtime rate applicable to the overtime when worked.

24.7.6 If, on the termination of an employee's employment, approved TOIL worked by the employee has not been taken, the University will pay the employee for the overtime worked at the overtime rate applicable to the overtime when worked. Provided that for HEW 9 and above, the TOIL will be paid at the rate of one (1) hour for each hour of overtime worked.

24.8 The salary of an employee for the purposes of calculation of overtime shall not include shift work allowances or casual loading but shall include higher duties allowances and any other allowances in the nature of salary.

24.9 Payment for overtime calculated for any period in accordance with the provisions of this Clause shall not be subject to any limitations in amount within a work cycle.

24.10 OVERTIME - APPLICABLE RATES

24.10.1 *Other than shift employees*

- (i) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three (3) hours and ordinary rate plus 100% thereafter.
- (ii) for overtime worked on Sunday, ordinary rate plus 100%.
- (iii) for overtime worked on a holiday - ordinary rate plus 150%.

24.10.2 *Shift employees*

- (i) except on a holiday - ordinary rate plus 100%.
- (ii) on a holiday - ordinary rate plus 150%.

24.11 OVERTIME - TEN-HOUR BREAK

- 24.11.1 An employee required to work so much overtime that there is not a break of at least ten (10) consecutive hours, plus reasonable travelling time, between the cessation of one (1) period of work and the commencement of the next ordinary period of work, shall be released after the completion of the overtime work for a period of not less than ten (10) consecutive hours, plus reasonable travelling time. Such release shall be without loss of pay for scheduled ordinary work occurring during such absence.
- 24.11.2 An employee required to resume or continue work without having had at least ten (10) consecutive hours, plus reasonable travelling time, off work shall be paid at the rate of ordinary pay plus 100%, unless released from work for not less than ten (10) consecutive hours plus reasonable travelling time off work. Such release shall be without loss of pay for any scheduled ordinary work occurring during such absence.
- 24.11.3 For the purpose of this Clause, "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the employee to the place of work and back.

24.12 EXCEPTIONS TO NORMAL OVERTIME PROVISIONS

- 24.12.1 It should be noted that different overtime provisions apply to part-time Trades and Services employees working in the Cafeteria and Residences areas of the University (refer to *Clause 27*).
- 24.12.2 Also, it should be noted that overtime paid to Trades and Services employees recalled to duty is calculated differently to the above provision (refer to *Clause 25*).

25 PAYMENT OF OVERTIME FOR EMPLOYEES ON-CALL

- 25.1 An employee recalled to work overtime, whether notified before or after leaving the premises, shall be paid a minimum of three (3) hours overtime inclusive of travel time and where attended to remotely, will be paid a minimum of one (1) hour's overtime.
- 25.2 The employee shall not be required to work the full minimum payment if the job the employee was recalled to perform is completed within a shorter period.
- 25.3 Overtime will be calculated and paid to the nearest quarter of hour and will be paid in accordance with provisions outlined in *sub-clause 24.10* except for Trades and Services employees who will be paid the ordinary rate plus 50% for the first two (2) hours and ordinary rate plus 100% thereafter for recalled overtime worked Monday to Saturday. For Sunday and public holidays, the overtime applicable rates will be those prescribed in *sub-clause 24.10*.
- 25.4 Where more than one (1) overtime attendance is involved in a three (3) hour period, the above minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one (1) attendance to the time of ceasing a subsequent attendance.
- 25.5 This Clause shall not apply in cases where it is customary for an employee to return to the University's premises to perform a specific job outside of the employee's ordinary working hours, or where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

26 ON-CALL ALLOWANCE

- 26.1 An employee who is required, and authorised, to be available for contact and/or return to work after ordinary hours shall be paid an on-call allowance calculated at 15% of salary for the period that they are required to be on-call.
- 26.2 An employee who is on-call shall remain readily contactable by mobile phone or other electronic communication device.
- 26.3 The University will provide the employee who is on-call with a mobile phone or other electronic communication device.

27 OVERTIME AND PART-TIME EMPLOYEES

- 27.1 If a part-time employee works more hours a week than the employee's regular hours of work a week, but not in excess of the ordinary hours of duty for a full-time employee in the same classification, that employee will be paid at the base rate of pay for each additional hour worked. Where appropriate any additional ordinary hours worked will be taken into account in the calculation of superannuation contributions and leave entitlements.
- 27.2 The above sub-clause will not apply to Trades and Services Cafeteria and Residences part-time employees. In these cases, for cafeteria employees, overtime will apply when work exceeds eight (8) hours per day, five (5) days per week and/or 30 hours per week and for residences employees when work exceeds six (6) hours per day, five (5) days per week and/or 30 hours per week.
- 27.3 A part-time employee may refuse to work hours in excess of the employee's regular hours of work in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable having regard to:
- 27.3.1 any risk to the employee's health and safety;
 - 27.3.2 the employee's personal circumstances including any family responsibilities;
 - 27.3.3 the needs of the workplace or enterprise;
 - 27.3.4 the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
 - 27.3.5 any other relevant matter.

28 REQUIREMENT FOR EMPLOYEES TO WORK AT DIFFERENT CAMPUSES OR SITES

- 28.1 In order to meet the University's operational requirements, an employee may be required, on occasions, to work at various campuses/sites of the University as part of the employee's duties and work activities.
- 28.2 Time spent by an employee in travelling between campuses on University business shall count as time worked by the employee.
- 28.3 Where an employee is required to travel between campuses on University business, the University, whenever possible, shall provide the employee with a vehicle for such travel or may authorise the employee to use the employee's own vehicle for such travel, in which case a kilometre allowance as prescribed in University policy will be paid.

PART 5: WORKFORCE FLEXIBILITY, SPECIAL EMPLOYMENT ARRANGEMENTS AND THE WORKING ENVIRONMENT WORKPLACE FLEXIBILITY

29 WORKPLACE FLEXIBILITY

- 29.1 The University and an employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the University and the individual employee. The University and the individual employee may agree to vary the application of terms concerning:
- 29.1.1 arrangements for when work is performed (which may vary the effect of *Clause 21 - Hours of Work, Clause 22 - Meal Breaks, Clause 23 - Shift Work* and/or *Clause 28 – Requirement for Employees to Work at Different Campuses or Sites*). This could include arrangements in relation to working 147 hours in a four (4) week cycle such that the 20th day may be taken as a scheduled day off;
 - 29.1.2 overtime (which may vary the effect of *Clause 24 - Overtime, Clause 25 - Payment of Overtime for Employees On-call* and/or *Clause 27 - Overtime and Part-time Employees*);
 - 29.1.3 penalty rates (which may vary the effect of *Clause 23 – Shift Work, Clause 24 - Overtime, Clause 25 - Payment of Overtime for Employees On-call* and/or *Clause 27 - Overtime and Part-time Employees*); and
 - 29.1.4 allowances which may vary the effect of *Clause 26 - On-call allowance*).
- 29.2 The University and the individual employee must have genuinely made the agreement without coercion or duress.
- 29.3 Where a workplace flexibility arrangement is proposed the relevant parties, and their chosen representatives, must have at least three (3) working days to consider the proposal. For the purposes of this clause "Representative" means any person or organisation chosen by a staff member or the University to represent them, except a solicitor or barrister in private practice.

- 29.4 Where the University proposes a workplace flexibility arrangement to an individual employee the University will give the employee a copy of the proposal and inform the employee that they may seek advice from the relevant union.
- 29.5 The University must ensure that the terms of the individual flexibility arrangement:
- 29.5.1 are about permitted matters under section 172 of the Fair Work Act; and
 - 29.5.2 are not unlawful terms under section 194 of the Fair Work Act; and
 - 29.5.3 result in the employee being better off overall than the employee would be if no arrangement was made; and
 - 29.5.4 not disadvantage other employees in the workplace in relation to their terms and conditions of employment.
- 29.6 The University must ensure that the individual flexibility arrangement is in writing, includes the name of the University and employee, is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and includes details of:
- 29.6.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 29.6.2 how the arrangement will vary the effect of the terms; and
 - 29.6.3 how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
 - 29.6.4 states the day on which the arrangement commences.
- 29.7 The University must give the individual employee a copy of the agreement within 14 days and keep the agreement as a time and wages record.
- 29.8 The agreement may be terminated:
- 29.8.1 by the University or the individual employee giving no more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 29.8.2 at any time, by written agreement between the University and the individual employee.
- 29.9 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 employee contained in any other term of this Agreement.

30 PURCHASED LEAVE

- 30.1 With the University's agreement, a fulltime employee may elect to work under a 48/52-week employment cycle for a 12 month period, which reduces the minimum salary level assigned to that employee's classification or position.
- 30.2 A 48/52-week employment cycle will enable an employee to take four (4) weeks leave in addition to the normal four (4) weeks of annual leave in a year and receive 48 weeks salary, which would be payable over 52 weeks.
- 30.3 An employee's continued participation in the 48/52-week employment cycle is subject to annual review and approval by the University.
- 30.4 Annual leave, personal leave, and long-service leave will accrue at the full-time rate, however all paid leave taken will be paid at the rate of 48/52 of the employee's full-time salary.
- 30.5 Where an employee is being paid on a 48/52-week employment cycle, and their employment terminates, the University will either provide additional payment to the employee or recoup payment from the employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 30.6 The University will require an employee to take all eight weeks leave during each year of the 48/52-week employment cycle and agreed dates of this leave will be specified in the approval of the 48/52 week employment cycle.
- 30.7 The University will advise an employee of the superannuation implications prior to the employee entering into a 48/52-week employment cycle with such an employee being treated as a fractional employee for the duration of the 48/52 employment cycle unless the employee has agreed to maintain employee and employer superannuation contributions at the notional full-time rate.
- 30.8 Notwithstanding anything contained in this Clause, in specific circumstances an employee and the University may agree to a more flexible employment cycle arrangement, provided it does not extend beyond a 46/52 week employment cycle for a twelve (12) month period. Such an arrangement shall be formally set out in a written agreement between the University and the employee.

31 ANNUALISED HOURS (GENERAL STAFF EMPLOYEES ONLY)

- 31.1 Annualised hours refers to employment arrangements where a general staff employee is engaged to work on a continuing or fixed-term basis for a specific number of ordinary hours within any one year (which may be a calendar year).
- 31.2 Hours of work may be annualised where it is agreed that this pattern of work reflects the needs of the Organisational unit/Directorate or work unit and the employee.
- 31.3 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 hours may be rostered over a period less than 52 weeks.
- 31.4 In most cases, the employee will be engaged to work a specific number of ordinary working hours, which may be worked over a period of less than 52 weeks. The employee will receive their normal rate of pay over the 12 month period (or lesser period if the employment contract is less than 12 months) and will be entitled to paid leave for the balance of the year or contracted period where work is not performed.
- 31.5 Annualised hours arrangements are normally restricted to part-time general staff however, in certain circumstances (i.e. where peak workloads vary throughout a year), other employees who are full-time, may apply to move to an annualised hours arrangement. Employees will not be compelled to work under such arrangements.
- 31.6 **LEAVE ENTITLEMENTS**
Employees are entitled to the leave entitlements of a full-time employee on a proportional basis determined by the number of annualised ordinary hours required to be worked within the year. The timing of taking annual leave and long-service leave will be determined by the University in consultation with the employee.
- 31.7 **PUBLIC HOLIDAYS**
Employees are entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.
- 31.8 **OVERTIME**
Employees are eligible for overtime in the same manner as full-time employees. Overtime hours are additional to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.
- 31.9 **ADDITIONAL HOURS**
Where in any year an employee works in excess of the number of ordinary hours in the year for which the employee is engaged, payment for the additional hours will be made at the ordinary hourly rate. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements. Alternatively, employees with the approval of their supervisor, may, if continuing with annualised hours in the following year, elect to transfer up to 36.75 hours of the excess number of ordinary hours to be counted as hours already worked in the next nominated period. This means the transferred hours amount is deducted from the hours required to be worked for the next year or period. The transfer will not affect calculation of leave entitlements on the transferred hours, and if the employee ceases employment prior to the conclusion of the next nominated period, the hours worked and payment due will be reconciled.
- 31.10 **ACCRUAL OF PAY**
For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.
- 31.11 **ALTERATION OF ANNUAL HOURS**
In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the Annualised Hours Employee shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.
- 31.12 **TERMINATION OF EMPLOYMENT**
In the event that the employment of an Annualised Hours Employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:
- 31.12.1 if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the employer as at the date of termination. The employer may off-set any such amounts against any entitlements owing to the employee; and
- 31.12.2 if an employee has performed work for which the employee has not yet received pay by the employer, the employer will pay to the employee such amount as at the date of termination.

32 CONVERSION TO PART-TIME EMPLOYMENT (RETENTION OF CONTINUING STATUS)

- 32.11 Continuing full-time employees and continuing part-time employees with a fractional appointment of greater than (0.5) may, with the approval of their Head of Organisational Area/Director, elect to reduce their time fraction to no less than (0.5) without loss of continuing status.
- 32.12 Employees who have their time fraction reduced under *sub-clause 32.1* will experience no change in their terms and conditions of employment except that their remuneration package, leave accrual rate and workload will be reduced *pro rata* to equate to the new time fraction.

33 CONVERSION TO PART-TIME FIXED-TERM CONTRACTS (UNISUPER MEMBERS ONLY)

- 33.11 Continuing full-time employees who plan to retire from the University within three (3) years of the date on which the exercise of this option is approved, and who so indicate this in writing, may, with the approval of their Head of Organisational Area/Director, elect to convert their full-time employment to a part-time fraction of (0.5) or more under the following conditions:
- 33.11.1 employees who are not members of UniSuper will not be able to participate in this scheme;
- 33.11.2 UniSuper superannuation contribution rates will be maintained by the University at the full-time level. This means the University will continue to contribute at the full-time employer contribution rate and will also maintain the employee contribution rate at the full-time rate by paying the difference between the new fractional employee rate and the full-time employee contribution rate;
- 33.11.3 a specific termination date not later than three (3) years from the date of approval of this arrangement will be nominated by the employee; and
- 33.11.4 there will be no extension of the contract of employment beyond the nominated termination date.

34 VOLUNTARY EARLY RETIREMENT

- 34.11 The University may invite employees to apply for voluntary early retirement on the following terms:
- 34.11.1 all employees with full-time or fractional continuing appointments shall be eligible to apply;
- 34.11.2 the University retains the discretion to approve or not approve any application, having regard to its staffing needs; and
- 34.11.3 approved applicants shall receive a lump sum benefit of a minimum of two weeks salary for each year of service, with a maximum payment of 52 weeks' salary. This benefit is additional to other entitlements on retirement.
- 34.12 Notwithstanding *sub-clause 34.1*, the University may invite applications for early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with *sub-clause 34.1*, provided that any lump sum benefit shall be calculated at a minimum rate of two (2) weeks' salary for each year of service, but with no obligation on the University to pay more than a maximum of 52 weeks' salary.

35. MANAGING WORKLOADS – ACADEMIC EMPLOYEES

- 35.1 The provisions of this clause apply to all continuing and fixed term academic employees.
- 35.2 Work will be allocated within a maximum of 1690.50 allocable hours per year for a fulltime employee. based on a 36.75 hour week and 7.35 hour day. This assumes that the staff member will take four weeks recreation leave during the year and takes into account Public Holidays and End of year close down (15 days). If by the agreement of a staff member, work is allocated in excess of 1690.50 hours in any year, the maximum hours allocated in the following year will be reduced by a corresponding amount.
- The references to percentage allocations in this clause are percentages of the maximum number of hours for a fulltime employee.
- 35.3 Where annual leave in excess of four (4) weeks or any other forms of leave are granted the maximum 1690.50 hours will be reduced by the hours equal to the leave taken.
- 35.4 A part time staff member's work will be allocated on a proportionate basis in all areas of academic work. The workload allocation and expectations for a part time staff member will identify how Scholarship, Service, and Research allocations have been adjusted proportionate to a full time staff member.

35.5 Workload Allocation principles

These principles create a framework for the allocation of academic work. The allocation of work will:

- (a) be consistent with a workload model that is evidence-based and accurately reflects the time taken to complete the work;
- (b) be calculated using an hours-based model of annual hours of work of 1690.50 hours for a fulltime academic based on 36.75 hours a week (proportionate for part time Employees);

- (c) take into account all components of academic work, such as teaching, research, scholarship, and service as defined in *Schedule 8 – Academic work allocation model activities*; and the Employee's academic workload profile (*sub-clause 35.7*);
- (d) provide a mechanism for allocating research outcomes above the threshold for the academic profile in *sub-clause 35.7*;
- (e) occur by way of a transparent, equitable and fair allocation process that provides for genuine consultation with the academic employee;
- (f) supports the University's commitment to health and safety of employees and consider individual circumstances such as family and caring responsibilities and disability; and
- (g) take into account the cultural duties of Aboriginal and/or Torres Strait Islander employees in accordance with *sub-clause 10.20* of this Agreement.

35.6 Academic Workload Committee

- 35.6.1 The University will establish an Academic Workload Committee (AWC) in each Institute (or equivalent) within three (3) months from the operative date of the Agreement. The role of the committee is to create an Academic Workload Model in accordance with the requirements of *Clause 35*.
- 35.6.2 The AWM developed by the AWC will be applied from the beginning of the 2024 academic year.
- 35.6.3 The AWC will be comprised of:
 - (a) The Executive Dean (or nominee) who must be an academic from the Institute (or equivalent) and who will be the chair of the AWC;
 - (b) Two (2) academic employees from the Institute (or equivalent) nominated by the NTEU;
 - (c) Three (3) elected academic employees from the Institute (or equivalent);
 - (d) One (1) academic Employee appointed by the Deputy Vice-Chancellor (Academic) from the Institute (or equivalent);
 - (e) Two (2) employees appointed by the Deputy Vice-Chancellor (Research and Innovation) from the Institute (or equivalent);
- 35.6.4 The Academic Workload Committee (AWC) established in each Institute (or equivalent) will develop the Academic Workload Model (AWM) relevant to that Institute consistent with the requirements of *Clause 35* and with particular regard to the principles in *sub-clause 35.5*. The model will provide time-based allocations for specific academic tasks. Some allocations may differ between Institutes and disciplines where there is a clear, rational and evidentiary basis for such differences and the reasons will be identified in the AWM.
- 35.6.5 In developing the model for time-based allocations for specific academic tasks and their quantification, the AWC will consider and measure all relevant aspects of academic work, including but not limited to:
 - (a) An evidence based, fair and sufficient estimate of the average time that a competent academic staff member should take to perform the teaching and teaching related activities to a professional standard;
 - (b) modes of delivery, including, for example, face-to-face teaching, on-line learning and blended learning;
 - (c) discipline and/or unit specific requirements;
 - (d) the level of units taught;
 - (e) the number of students taught for the time required for particular activities such as coordination, assessment, marking and student consultation;
 - (f) supervision and mentoring of staff and students (including HDR supervision);
 - (g) research (including non-traditional research), scholarship, creative achievement;
 - (h) field work supervision;
 - (i) service activities; and
 - (j) required training or education.

- 35.6.6 Each AWC will develop a draft AWM through a process of consultation and feedback with University management and its academic employees, and following the terms of reference set out in *Schedule 8 – Academic work allocation model activities* of this Agreement.
- 35.6.7 Each draft Academic Workload Model, will include the reasons and methodology used for developing the AWM, and will be provided to academic Employees for a ten (10) working day consultation period. Any feedback will be provided to the AWC. Following consideration of any feedback, the AWC will make any amendments, and the chair of the AWC will submit the draft AWM for a ballot of the Institutes Academic Employees, not more than ten (10) days from the close of the consultation period.
- 35.6.8 A ballot of Academic Employees covered by the model will be conducted. Where a majority vote of Academic Employees supporting the AWM occurs, the model will be implemented. Where a majority vote of academic members rejects the model, it will be referred back to the AWC for further consideration (which may involve further consultation), modification and final determination.
- 35.6.9 A majority of academic Employees covered by the model may request a review of the AWM, identifying one or more reasons for the request. Where such a request is made a review limited to the scope of the identified issues will be conducted by the AWC in accordance with *sub-clause 35.6*.

35.7 Implementation of workloads

- 35.7.1 Each academic Employee will have an academic workload profile that informs the basis of their individual workload allocation.
- 35.7.2 There will be three (3) designated academic workload profiles for the purpose of workload allocations: Teaching Focused; Combined; and Research Focused.
- 35.7.3 The combined workload profile being the predominant and default type of academic workload profile over the life of the Agreement.
- 35.7.4 A teaching focused profile will only apply where an Employee has nominated to be designated teaching focused or is employed as a Scholarly Teaching Fellow. The University will not require an employee to nominate for a Teaching Focused workload role.
- 35.7.5 A Research Focused profile may have a teaching allocation within a range of 10%- 20% and a Service allocation within a range of 10%- 20%. The combined Teaching/Service allocation will be no more than 30%.
- 35.7.6 These roles will have thresholds in terms of percentages of the total 1690.50 hours and permitted variations as follows:

Summary table

- 35.7.7 Table of initial allocation approximate percentage guidelines:

Workload profile	Teaching and teaching related activities	Scholarship	Research and/or creative achievement	Service
Combined (default workload profile)	60% maximum	10%	10% minimum	10% minimum
Teaching Focused Role (including Scholarly Teaching Fellows)	80% maximum	10%	No research work allocated	10% minimum
Research Focused Role	10% - 20% (see sub-clause 35.7.5)	10%	60% - 80%	10% - 20% (see sub-clause 35.7.5)

35.7.8 Workload Allocation Description

- (i) Teaching and Teaching Related activities include those described in *Schedule 8(2)*
- (ii) Scholarship activities include those described in *Schedule 8(1)(l)*
- (iii) Research activities include those described in *Schedule 8(1)*. Additional allocation above the 10% minimum will occur when the research activities of the staff member exceed the minimum allocation on the basis of:
 - (a) The previous three (3) years publications and/or three (3) years of research income measured against the Regional University Network Universities national average for the staff member's relevant 4 digit 'FoR' code.
 - (b) The agreed research activities identified in the staff member's annual performance review.
 - (c) Other research work directed by the University.
 - (d) Allocations for HDR supervision will be applied in addition to the staff member's research allocation, with the appropriate hourly allocation determined by the relevant Academic Workload Model.
- (iv) Service activities include those described in *Schedule 8(3)*. The minimum 10% service allocation for core service activities includes:
 - (a) Attendance at School meetings;
 - (b) Activities and attendance for Open Days and other promotions activities;
 - (c) Attendance at graduation ceremonies at their campus;
 - (d) Participation in Awards ceremonies;
 - (e) Professional development up to the first seven (7) hours;
 - (f) School planning days/retreats; and
 - (g) Preparation for and attendance at Institute or University based committees, up to the first 14 hours.

Additional allocation above the 10% minimum for Service will occur when the Service activities are allocated additional to the activities listed in (a) to (g) above.

35.8 Flexibility.

- (i) Initial allocation of work activities may result in a workload of up to 10% less than 100%, in which case additional identified, research, scholarship and/or service work activities will be allocated in consultation with the staff member, to bring the final workload up to 100%. The staff member will not unreasonably withhold their agreement and the allocation will be confirmed by the Executive Dean (or equivalent), having genuinely considered the views of the staff member.
- (ii) A staff member and Executive Dean (or equivalent) may agree in the allocation process or at any time to an adjustment to their workload, which could include an increase in their service percentage taking into account appointment to a formal management or leadership responsibility.

35.9 Workload Allocation

- 35.9.1 The Executive Dean (or equivalent) of each Institute shall be responsible for implementing and maintaining the academic workload model adhering to the above workload principles and may appoint a nominee for allocation of work to individual employees.
- 35.9.2 When allocating workload all reasonable steps will be taken to ensure an equitable distribution of workload across discipline groups.
- 35.9.3 The Executive Dean (or nominee), in consultation with the employee will develop a proposed workload allocation for the forthcoming academic year for the anticipated teaching, research and service requirements. The allocation will be consistent with the relevant Institute AWM and the agreed goals identified in the annual PRDP process. A record of the consultation discussion between the Executive Dean (or nominee) and the employee will be provided to the employee.
- 35.9.4 The Executive Dean (or nominee) will advise each employee of their workload allocation no later than four (4) weeks prior to the start of the Academic year (Subject to adjustment following student enrolments). Workload allocations will take into account;

- (a) The Employee's professional development objectives for the coming year as agreed during annual PRDP;
 - (b) any reasonable accommodation for disability;
 - (c) any pro rata reduction of hours across all components of academic work to accommodate periods taken as leave, leave for special studies program and unplanned leave (e.g. sick leave)
 - (d) the Employee's family and caring needs and responsibilities.
- 35.10 Academic staff will not be required to undertake scheduled teaching or other directed duties on weekends or public holidays, or before 8:00 am or after 6:30 pm, without their agreement.
- 35.11 An employee will not be required to work at an overseas location for extended periods unless with the agreement of the Employee.
- 35.12 Where an Employee has concerns arising from the allocation of their workload, believes the process of allocation has not been followed, or that their allocation is excessive or unreasonable, the following process will apply:
- (a) The Employee may request a review of their workload allocation by their supervisor. The request must be in writing, identifying the nature of the concern(s). The supervisor will meet and consult with the staff member within five (5) working days and attempt to resolve the concerns identified. The supervisor will keep a record of any discussions and any agreed adjustments to the employee's workload will be applied and a copy of the outcomes of the review will be provided to the employee. If the matter remains unresolved after five (5) working days following the review meeting, the employee may refer any outstanding issues to the Executive Dean (or equivalent).
 - (b) Where a request for a review of workload allocation remains unresolved in accordance with *sub-clause 35.12(a)* it will be referred to the Executive Dean. The Executive Dean will consider the matters identified against the requirements of *Clause 35*.
 - (c) The Executive Dean (or equivalent) will provide an opportunity for the employee and the supervisor to be interviewed and will consider all relevant information. After considering all relevant information, the Executive Dean will provide a written explanation to the employee and the employee's supervisor, explaining the reasons for any decisions within ten (10) working days from the date the request is referred. Any agreed adjustments to the workload allocation will be made.
 - (d) Where the Executive Dean is the supervisor for workload allocation purposes, the process at *sub-clause 35.12(b)* will be undertaken by the Deputy Vice Chancellor (Academic)
 - (e) The Employee and the University may be represented during this process.
 - (f) If following the process set out in *sub-clause 35.12(a) (b) or (c)* the matter remains unresolved, the disputes resolution process (*Clause 71*) of this Agreement will apply.

36 MANAGING WORKLOADS - GENERAL STAFF EMPLOYEES

- 36.1 The objective of this clause is to ensure that workloads are equitable, transparent, and manageable within the ordinary hours of duty and without risks to health and safety.
- 36.2 The cultural duties of Aboriginal and/or Torres Strait Islander employees, as provided for in *sub-clause 10.20*, are to be taken into account in their workload allocations.
- 36.3 The University does not require staff to work excessive hours and does not encourage or condone a 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 that result in working excessive hours and it is the responsibility of the University and of staff members to ensure they are not working excessive hours.
- 36.4 Workload allocations will take into consideration the staff member's level of appointment and time fraction, leave plans and the importance of maintaining an appropriate balance between work and family life. Workload allocations will also allow for the staff member's contribution to the University community through roles such as, but not limited to, health and safety representative and building warden.
- 36.5 The University shall take reasonable steps to ensure that employees:
- 36.5.1 do not work excessive or unreasonable hours; and
 - 36.5.2 are not working in excess of any hours of work prescribed by this Agreement; and
 - 36.5.3 are being paid or otherwise recompensed for their work as an employee under this Agreement.

- 36.6 In key maintenance functions, which include cleaning (including “residences” cleaners), trades and grounds, the University will maintain the completion of essential tasks, including cleaning service standards agreed between the University and the cleaning staff, through the use of additional staffing which would be arranged to cover an employee’s absence which has exceeded two (2) days. If it is known at least three (3) days in advance that an employee will be absent for more than two (2) days, then the additional cover will be arranged from the first day of the absence.
- 36.7 Whilst preference shall be given to arranging for additional staff or casual staff to ensure that essential tasks including agreed cleaning service standards are met when an employee’s absence exceeds two (2) days, the University may also engage contractors in such circumstances.
- 36.8 Planning for tasks such as furniture shifts should include adequate notice for the employee involved.

37 REDEPLOYMENT

- 37.1 The University may actively seek and undertake redeployment action for employees. During planning processes and activities, it may become evident that a position or positions within the University could have an uncertain future due to a number of reasons including, but not limited to, financial exigency, conflict/grievance/WorkCover issues/resolution, or to proposed new organisational structures that require employees with new or specific skills. In this particular case:
- 37.1.1 employees will be actively encouraged to participate in the restructuring of the University to improve productivity and performance and to optimise potential and actual growth in levels of service and achievement of the University’s goals;
 - 37.1.2 retraining and/or reskilling will be made available where necessary provided the employee is agreeable to such retraining/reskilling, etc;
 - 37.1.3 prior to advertising suitable vacant positions externally, the University shall consider internal employees who may have an uncertain future, provided such employees have indicated an interest in any suitable available and vacant position;
 - 37.1.4 redeployment of an employee should not be a process for the management of performance issues;
 - 37.1.5 appropriate confidentiality will be maintained; and
 - 37.1.6 the University shall endeavour to find suitable vacant positions preferably at the same classification level as currently held by the employee, but if the employee is redeployed to a position at a salary lower than the employee’s current salary level, then salary maintenance provisions will apply. This means that an employee, aged 45 years or more, will have the employee’s previous salary level maintained for 12 months from the date of redeployment. If the employee is aged 44 or less, the employee’s salary will be maintained for a period of six (6) months from the date of the employee’s transfer to the lower classified position. Following this period, the employee will be paid at a rate of pay applicable to the position into which the employee has been redeployed.

38 INTELLECTUAL PROPERTY

Intellectual property rights are regulated by University Statutes.

39. ACADEMIC FREEDOM AND FREEDOM OF SPEECH

Introduction

- 39.1 The parties to this Agreement recognise that academic freedom and freedom of speech are both defining features of and fundamental to the operation of the University.
- 39.2 This clause sets out the University’s commitment to and protection of academic freedom and freedom of speech.
- 39.3 The University will encourage staff to actively participate in the operation of the institution and in the communities the University serves.
- 39.4 For the purpose of this clause, and the Agreement, academic freedom and freedom of speech means:
- 39.4.1 the freedom of academic staff to teach, discuss, and research and to disseminate and publish the result of their research;
 - 39.4.2 the freedom of academic staff to engage in intellectual inquiry, to express their opinions and beliefs (including whether those opinions are controversial or unpopular), and to contribute to public debate, in relation to their subjects of study and research;

- 39.4.3 the freedom of all staff to express their opinions in relation to the higher education provider in which they work and higher education issues more generally;
- 39.4.4 the freedom of all staff, without constraint imposed by reason of their employment by the University, to make lawful public comment on any issue in their personal capacities and do not claim to represent the views of the University;
- 39.4.5 the freedom of all staff to participate in representative, professional or academic bodies;
- 39.4.6 The freedom of all staff to 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 withing which they work or higher education issues more generally.
- 39.5 However, a staff member shall not be taken to be exercising academic freedom or freedom of speech where they:
- 39.5.1 fail to observe the responsibility to reflect scholarly norms, including:
- (i) recognising that others may have differing opinions in the context of a robust exchange of views;
 - (ii) not denying or interfering with another’s exercise of academic freedom; or
- 39.5.2 engage in bullying, harassment, vilification or intimidation.
- 39.6 For the purpose of this clause ‘scholarly norms’ are those determined by the community of scholars or academics.
- 39.7 For the purpose of *sub-clause 39.10* herein, action which prejudices a staff member in their position includes (without limitation) any disciplinary action, termination of employment, detrimental treatment in relation to the staff member’s work, interference with the staff member’s work, give directions which are inconsistent with the exercise of academic freedom or freedom of speech (including, for example, giving directions as to confidentiality), or loss of any benefits or privileges the staff member has. For the avoidance of doubt, this clause does not prevent the University from assessing a staff member’s quality of academic work for instance at probation, promotion, research standards and research misconduct.

Protection of academic freedom and freedom of speech

- 39.8 All staff are entitled to exercise academic freedom or freedom of speech as defined by this clause.
- 39.9 An exercise of academic freedom or freedom of speech is not misconduct or serious misconduct under the provisions of this Agreement or under any university policy, procedure or code of conduct.
- Note: For the avoidance of doubt, the University’s Code of Conduct or Workplace Behaviour Policy, Social Media policy, Social and Equality policy, howsoever described, does not apply when a staff member exercises academic freedom or freedom of speech.
- 39.10 The University must not take any action against a staff member which prejudices a staff member in their position in relation to the staff member’s exercise of (or proposal to exercise) academic freedom or freedom of speech.

40 STUDENT EVALUATION (ACADEMIC EMPLOYEES)

Student evaluation of teaching is central to the achievement of the University’s mission, values and goals. The University will continually strive to create a work environment that attracts, develops and supports outstanding and committed academic employees who add value to a learning and teaching organisation. Student evaluation of teaching will be used predominantly in a formative way as part of the Performance Review and Development Program and may be used in this way for other developmental activities. Student evaluation processes, however, may be used in a summative way where the performance of an employee is being reviewed, such as under the probation process, the academic promotions policy or pursuant to disciplinary or performance procedures.

PART 6: CLASSIFICATION STRUCTURES, POSITION DESCRIPTIONS AND RECLASSIFICATION

41 ACADEMIC CLASSIFICATIONS

41.1 TEACHING AND RESEARCH ACADEMIC EMPLOYEES

The classification structure and minimum standards for levels of teaching and research academic employees are set out in the national Minimum Standards for Academic Levels (MSALs), which are attached as *Schedule 4 – Teaching and Research Academic Employees*.

41.2 RESEARCH ACADEMIC EMPLOYEES

The classification structure adopted by the University for research academic positions is set out in the following table. The minimum standards for levels of research academic employees are set out in the national Minimum Standards for Academic Levels (MSALs), which are attached as *Schedule 5 – Research Academic Employees*.

Equivalent Academic Level	Salary Level	Title for Research Academics
A	Within the A1-A8 Range.	Research Associate.
A	Within the A6-A8 Range.	Post-Doctoral Fellow.
B	Within the B Range.	Research Fellow.
C	Within the C Range.	Senior Research Fellow.
D	Within the D Range.	Principal Research Fellow.
E	Within the E Range.	Professorial Research Fellow
Similar to A	Actual Salary prescribed by ARC*.	ARC* Research Associates.
Similar to B	Actual Salary prescribed by ARC.	ARC Senior Research Associates.
Similar to C, D or E	Actual Salary prescribed by ARC	ARC Research Fellow or Professorial Fellow

*ARC is the Australian Research Council

42 GENERAL STAFF CLASSIFICATIONS

All general staff positions, whether filled on an ongoing, fixed term or casual basis, will be classified according to the HEW position classification standards, which are attached as *Schedule 6 – General staff position classification standards*, at whichever classification corresponds to the work performed by the employee. All appointments to general staff positions up to and including HEW level 10, other than those appointed to apprenticeships, traineeships or on Government training schemes, will be made in accordance with these standards.

43 GENERAL STAFF POSITION DESCRIPTIONS

- 43.1 All employees will have an agreed position description that matches the position they occupy. Position description content will follow the University-prescribed format and will be consistent with the classification Standard, the requirements of *sub-clause 42.1* and will identify the key aspects of the work required to be performed. This clause does not require a new position description where one exists at the commencement of this Agreement.
- 43.2 Position descriptions for existing positions will be reviewed as follows:
- 43.2.1 at the time of the annual Performance Review and Development Program which sets objectives for performance and development; or
 - 43.2.2 at any time there is a proposal for job redesign; or
 - 43.2.3 at the request of the employee or the employee's supervisor.
- 43.3 Where a position description does not match the duties the employee performs in their position, the employee or supervisor will prepare an updated position description for discussion and agreement.
- 43.4 Where agreement is not achieved under *sub-clause 43.3* within ten (10) working days the employee or the supervisor/manager may refer the matter to the Director, People and Culture (or nominee) who will attempt to resolve the matter by agreement with the parties within ten (10) working days of receipt of the referral. The employee and the University may be represented during this process.
- 43.5 If the matter is still not resolved, the matter shall then be dealt with according to *Clause 71 – Resolving Workplace Disputes Arising from This Agreement*.
- 43.6 No employee shall refuse to perform duties that are reasonably required, consistent with the employee's position description and classification and which the employee is competent to perform.

44 CLASSIFICATION, RECLASSIFICATION AND REVIEW COMMITTEES

- 44.1 Attending approved training for or undertaking duties associated with membership of a Classification Committee (see *Clause 45*), Reclassification Committee (see *Clause 46*) or Reclassification Review Committee (see *Clause 47*) will be recognised as work, and adequate time release will be put in place for nominated employees.
- 44.2 All Committee members involved in classification/reclassification procedures must be trained in the classification of position descriptions and interpretation of the Standards and must not be an immediate supervisor or team member within the work unit of the position being considered for classification. The University and the Union will provide joint training for potential committee members at least once in each year.

45 CLASSIFICATION OF NEW GENERAL STAFF POSITIONS

- 45.1 For vacant positions at the HEW 1 to 6 level that are either new or have significantly changed and have an appointment period longer than 12 months, the HEW classification will be determined by a Classification Committee prior to advertising (whether internal or external). For all other positions, the classification will be determined by People and Culture.
- 45.2 The Classification Committee will consist of:
- 45.2.1 two (2) People and Culture employees; and
 - 45.2.2 two (2) General Staff members nominated by the relevant union.
- 45.3 The Committee will examine the relevant documentation including the proposed position description. The Committee may seek further information about the new position during its deliberations and will normally reach its decision by consensus. If consensus is not achieved, a majority decision prevails and a minority report to the Director, People and Culture may accompany the majority decision.
- 45.4 People and Culture will administer and manage the recruitment function and provide an administrative service to the Classification Committee. The Classification Committee will in the first instance classify the HEW level via email, with an expected 'turn around' time of three (3) working days. People and Culture may make a preliminary recommendation to the Committee as to the appropriate classification. If consensus on the determined HEW level cannot be reached by members of the Committee by email, the Committee will meet as soon as practicable. The University and unions will agree on a schedule of monthly meetings of the Classifications Committee.
- 45.5 The Director, People and Culture will give full consideration to the decision of the Classifications Committee.
- 45.6 In exceptional circumstances the Vice-Chancellor may determine the HEW classification level and require the Director, People and Culture to advertise a new position immediately.

46 RECLASSIFICATION OF GENERAL STAFF POSITIONS

- 46.1 This clause does not apply to casual general staff positions.
- 46.2 A staff member, or the staff member's supervisor, may seek reclassification of an existing position as follows:
- 46.2.1 at the time of the annual Performance Review and Development Program which sets obligations for performance and development; and/or
 - 46.2.2 where the required duties and responsibilities of the position have significantly changed.
- 46.3 A position will not be considered for reclassification within 12 months of its last review, unless a significant workplace change has taken place, or the incumbent has vacated the position.
- 46.4 The reclassification of positions shall be considered by a Reclassifications Committee (the Committee) comprising:
- 46.4.1 a People and Culture Manager or senior People and Culture Officer;
 - 46.4.2 a general staff member nominated by the Director, People and Culture, with experience in the area of the position being considered; and
 - 46.4.3 two general staff members nominated by the relevant Union.
- 46.5 Upon lodgement of an application for reclassification with People and Culture, People and Culture will establish the Committee, advise the incumbent of lodgement and provide preliminary procedural advice to the incumbent. People and Culture may consider the application and provide a preliminary recommendation to the Committee on whether People and Culture proposes that the reclassification application be accepted and the date from which the reclassification would apply from (Preliminary Reclassification Recommendation) and communicate the application and the Preliminary Reclassification Recommendation to the Committee members via email.

- 46.6 If the Preliminary Reclassification Recommendation is a recommendation to accept the reclassification application then in the absence of any objection notified by a committee member within five (5) working days the Preliminary Reclassification Recommendation will apply as the outcome of the reclassification application process.
- 46.7 Otherwise, if there is any objection raised with the Preliminary Reclassification Recommendation or there is no recommendation to approve the application, then the Committee members will seek to reach consensus via email, with an expected 'turn around' time of five (5) working days. If consensus cannot be reached by members of the Committee by email, the Committee will meet as soon as practicable or at the next scheduled meeting, which will occur every two (2) months, unless there are no outstanding reclassification applications to consider.
- 46.8 The Committee shall apply the Standards as the determinant of the classification of positions from HEW 1 to HEW 10. The position title will play no part in the determination of classification.
- 46.9 People and Culture and the Committee will consider a reclassification submission from an employee and/or supervisor who submits that there has been a substantial change to the duties, responsibilities and overall work value of the employee's position such that the position now substantially meets the position classification standards at another level.
- 46.10 The Committee's deliberations shall be based on the approved and signed position description together with the position classification questionnaire signed by the incumbent, supervisor and Dean/Director as well as any other agreed documentation. Where the Committee believes that more information is required in order to clarify the meaning of anything in the documentation, the Committee shall make a request for further agreed documentation in answer to its queries, and if the matter cannot be agreed may make such inquiries as it considers necessary, e.g. workplace visit.
- 46.11 If, in the view of the Committee, the position description and other documentation do not adequately describe the position for the purposes of classifying it, the Committee will seek further information from the applicant and, if required, their supervisor to ensure the position description is accurate and provides an adequate description of the position for resubmission. The applicant may seek advice from People and Culture in relation to the format and structure of the position description, and the classification standards.
- 46.12 Research positions will be classified according to the duties required, not on the basis of the grant funds applied for or received.
- 46.13 The deliberations of the Committee shall be confidential.
- 46.14 The Committee's decision shall be made normally by consensus. If consensus is not achieved, a majority decision prevails but a Committee member can indicate to the Committee that a minority report may be submitted directly to the Director, People and Culture. The Director, People and Culture will forward the Committee's decision and any minority report to the Vice-Chancellor for approval or non-approval within ten (10) working days of the conclusion of the Committee's deliberations. The Vice-Chancellor may seek advice and/or clarification on the Committee's recommendation.
- 46.15 The applicant for reclassification will be notified in writing of the outcome together with the Committee's reasons within three (3) weeks of the conclusion of the Committee's deliberations.
- 46.16 The effective date of an approved reclassification shall be the date on which the fully completed application for reclassification is received by Human Resources, unless the Committee recommends an earlier date.

47 RECLASSIFICATION REVIEW

- 47.1 An employee may write to the Vice-Chancellor within ten (10) working days of being informed of the reclassification decision and request a review of the decision. The employee's written request must include evidence of the alleged procedural irregularity, improper documentation or misapplication of the classification descriptors relied on as grounds for review.
- 47.2 The Vice-Chancellor shall refer the request to a Reclassification Review Committee (Review Committee) comprising:
- 47.2.1 one trained general staff member nominated by the relevant Union;
 - 47.2.2 the Director, People and Culture (or nominee); and
 - 47.2.3 a Chair who will be a DVC (or equivalent officer) or their nominee and mutually agreed by the Committee.

No member of the original Classification Committee may be a member of the Review Committee.

- 47.3 The request for review must specify which one or more of the following grounds are relied upon:
- 47.3.1 that the process of decision-making was seriously flawed;

- 47.3.2 that the Committee's deliberations were based on inaccurate or inappropriate documentation; and/or
- 47.3.3 that the classification descriptors (i.e. the Standards) were not properly applied.
- 47.4 The Review Committee shall meet and consider an appeal within four weeks (or up to six weeks if agreed between the parties in a particular instance) of receiving the review request.
- 47.5 The Review Committee may decide to receive only written submissions from the incumbent, the University and the Union, or may decide to conduct a hearing. If the Review Committee finds that any of the grounds for review are made out, it shall determine the appropriate classification for the position.
- 47.6 The Review Committee will provide reasons for its decision in writing to the relevant parties.
- 47.7 The recommendation(s) of the Review Committee, namely;
- 47.7.1 that the reclassification review appeal be dismissed; or
- 47.7.2 that the position should be reclassified,
shall be sent to the Vice-Chancellor whose decision is final.
- 47.8 The effective date of an approved reclassification shall be the date on which the application for reclassification was first received by People and Capability, unless the Review Committee recommends an earlier date.

PART 7: LEAVE, HOLIDAYS AND BALANCING WORK AND PERSONAL RESPONSIBILITIES

48 ANNUAL LEAVE

- 48.1 An employee (other than a casual employee) is entitled to annual leave at the rate of four (4) weeks on full pay for each completed year of service. For University purposes, annual leave will be recorded in hours. The annual leave entitlement for full-time academic employees is 152 hours (20 days), and for full-time general staff employees it is 147 hours (20 days). Part-time employees will accumulate an annual leave entitlement pro rata to the full-time entitlement according to their fraction.

Shift workers who meet the definition of a seven (7) day shift worker, as the term is defined in the *Higher Education Industry – General Staff – Award 2020* (General Staff Award), will be shift workers for the purpose of the NES (and therefore entitled to five (5) weeks' annual leave in accordance with the NES).

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

- 48.2 Employees are encouraged to take annual leave to promote a healthier workplace and staff are expected and encouraged to take their annual leave in the year in which it accrues. The dates for taking leave will be agreed between the employee and the University. Prior to taking leave, each employee is responsible for obtaining approval to take their leave, and for regularly taking their leave. Managers are to ensure that leave is taken at a mutually convenient time that meets the operational requirements of the University and the needs of the employee where reasonably possible, provided that, subject to agreement on the timing of the taking of leave as per this sub-clause, the employee shall be entitled to take up to 20 working days annual leave as a single continuous period.
- 48.3 Where a public holiday occurs during the period of annual leave, no deduction will be made for that day from the employee's annual leave.

48.4 DIRECTION TO TAKE EXCESS ANNUAL LEAVE

- 48.4.1 An employee has an excessive leave accrual if the employee has accrued more than 40 days (eight (8) weeks') paid annual leave (pro-rata for part-time employees or ten (10) weeks' paid leave for a shift worker as defined in *sub-clause 48.1*).
- 48.4.2 If the employee has an excessive leave accrual, the University or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave.
- 48.4.3 If the University has genuinely tried to reach agreement with an employee under *sub-clause 48.4.2* but agreement is not reached, the University may direct the employee in writing to take one or more periods of paid annual leave.
- 48.4.4 However, a direction by the University under *sub-clause 48.4.3*:
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one (1) week; and
- (iii) must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the University and the employee.

48.4.5 The employee must take paid annual leave in accordance with a direction under *sub-clause 48.4.3* that is in effect.

48.4.6 An employee to whom a direction has been given under *sub-clause 48.4.3* may request to take a period of paid annual leave as if the direction had not been given.

48.5 ANNUAL LEAVE UPON TERMINATION OF EMPLOYMENT

Where an employee resigns or retires or is dismissed or otherwise terminated from employment, the employee will receive payment in lieu of annual leave accrued but not taken, provided that, in the event of termination of employment due to the employee's death, such payment shall be made to the legal representative of the employee. In all instances, payment in lieu shall 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.

48.6 SICK LEAVE AND ANNUAL LEAVE

Where an employee with accrued sick leave credits is ill whilst absent on annual leave, the employee shall, provided that a certificate from a registered health practitioner is submitted for the period of illness, be placed on sick leave and no deduction will be made from annual leave credits for the day(s) in question. If it is not reasonably practicable for the employee to provide the University with a medical certificate from a registered health practitioner, the employee may provide a statutory declaration.

49 ANNUAL LEAVE LOADING

Employees (other than casual employees and shift workers) who have qualified for four (4) weeks' recreation leave by 31 December will be entitled to payment of an annual leave loading equal to 17.5% of four (4) weeks salary in December each year, subject to a maximum payment equal to the Commonwealth Statistician's average weekly earnings of all Australian males as derived from the most recently published data from the Australian Bureau of Statistics.

Shift workers on annual leave will be paid the greater of:

- (i) Shift penalties an employee would have received had they not been on annual leave; or
- (ii) The 17.5% annual leave loading as prescribed.

An employee with less than 12 months' service at 31 December (having commenced employment after 1 January, or having terminated employment during the year), will receive a *pro-rata* payment on the basis of completed months of service.

49.1 EXCHANGE OF ANNUAL LEAVE LOADING FOR EXTRA LEAVE

49.1.1 Eligible Employees may elect, 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.

49.1.2 The 3.5 extra days' leave are non-cumulative. The leave will be taken in accordance with normal University leave processes. Eligible staff electing this option must also submit a leave booking for the 3.5 days leave at the time in January when the option is exercised. The 3.5 days' extra leave must be taken prior to 31 December.

49.1.3 Eligible Employees are those full or part-time, continuing or fixed-term employees with less than 30 days accrued annual leave at the date on which they elect to exercise this option and who were employed by the University at 1 January in the year which the option is sought to be exercised.

49.1.4 Exit from this option is open only in January each year.

49.1.5 Appropriate reconciliations may be made to the amount of annual leave paid upon termination if the employee ceased employment before 31 December in the year in which the employee had elected this option and had taken the 3.5 days' extra leave prior to cessation of employment.

50 PERSONAL LEAVE

- 50.1 An employee (other than a casual employee) is entitled to personal leave on full pay at the rate of 15 working days for each completed year of service from the date of appointment. Such leave will be credited 12 months in advance and for University purposes, personal leave will be recorded in hours, not days. The annual personal leave entitlement for full-time academic employees is 114.0 hours (based on 7.6 ordinary hours per work day), and for full-time general staff employees it is 110.25 hours (based on 7.35 ordinary hours per work day). One (1) day's absence on personal leave for full-time employees will mean a deduction of 7.6 hours for academic employees, or 7.35 hours for general staff employees, from the personal leave entitlement. Part-time employees are entitled to 15 days personal leave but at the equivalent *pro rata* number of hours. However, in the first year of appointment:
- 50.1.1 a full-time employee appointed on a continuing basis or on a fixed-term contract for a period of 24 months or more will be credited on appointment with the equivalent of two (2) years entitlement to cover the first two (2) years of service. Part-time employees will have a *pro rata* entitlement; and
 - 50.1.2 an employee appointed on a fixed-term contract for a period of less than 24 months will be credited on appointment with the amount of leave that would accrue during the period of contract. Provided further that where an employee terminates employment prior to the first anniversary of appointment, and the employee has used in excess of 15 days personal leave, the University shall be entitled to recoup any days in excess of 15 days from the employee's termination payments unless the employee can demonstrate to the University's satisfaction that the termination was due to ill health. The demonstration of proof shall be in accordance with this Clause.
- 50.2 The personal leave entitlement in *sub-clause 50.1* will accumulate during periods of continuous service (*pro rata* for part-time employees) if not taken any personal leave accumulated entitlements will not be paid out on termination of employment.
- 50.3 An employee may take personal leave for any of the following absences:
- 50.3.1 where the employee is unfit for work due to personal illness or injury;
 - 50.3.2 to attend an appointment with a registered health practitioner;
 - 50.3.3 to provide a member of the employee's immediate family or household with care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person. Prior to accessing personal leave for carer's leave purposes an employee (other than a casual employee) can request and be granted up to five (5) days additional leave with pay in a 12 month period (for part-time employees, a *pro-rata* basis will apply). The five (5) days referred to in this sub-clause is not cumulative;
 - 50.3.4 where a supervisor is of the opinion that a problem is adversely affecting an employee's work performance, such as stress, alcohol or drug dependence, or compulsive gambling, personal leave may be granted to attend an approved rehabilitation program; or
 - 50.3.5 where a supervisor is of the opinion that a problem is adversely affecting an employee's work performance, such as marriage/family matters or domestic violence (and in the case of domestic violence, domestic violence leave in *clause 55* has been exhausted), personal leave may be granted to attend to such matters.
- 50.4 An employee must give the University notice of the taking of leave under this clause. The notice:
- 50.4.1 must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - 50.4.2 must advise the University of the period, or expected period, of the leave.
- 50.5 For any period of absence on paid personal leave described in *sub-clauses 50.3.1 or 50.3.2* in excess of three (3) consecutive working days, or in excess of six (6) aggregate working days in any year of service, the employee will, as soon as reasonably practicable, furnish a medical certificate from a registered health practitioner. If it is not reasonably practicable for the employee to provide such a medical certificate, the employee must provide a statutory declaration.
- 50.6 If personal leave is required because of circumstances described in *sub-clause 50.3.5* the employee must provide a medical certificate from a registered health practitioner or statutory declaration regardless of the length of the absence, provided that:
- 50.6.1 In some instances, other evidence such as a police or court report, or document from a lawyer or counselling professional may be acceptable; and

- 50.6.2 The Director, People and Culture, may at times, also accept other forms of evidence relating to personal leave when it relates to domestic violence.
- 50.7 In other certain circumstances, such as taking a child or elderly parent to a medical appointment and involving an absence of less than three (3) hours, an employee may seek prior approval from their relevant supervisor to make up the difference in working hours within a week of the absence or take the time off in lieu of previous additional hours worked.
- 50.8 Where an employee does not produce a medical certificate or statutory declaration as requested by this clause, the absence shall not be granted as paid personal leave but shall be granted as leave without pay (unless the employee could not comply with the requirement because of circumstances beyond the employee's control). Provided that such absence without a medical certificate may be deducted from the employee's annual leave at the employee's request.
- 50.9 An employee who has exhausted their entitlement to personal leave or who is a casual employee may take up to two (2) day's unpaid personal leave for each occasion when a member of the employee's immediate family or household requires the employee's care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- 50.10 The employee is entitled to unpaid personal leave only if the employee complies with the notice and documentation requirements set out in *sub-clauses 50.5 and 50.6* above.
- 50.11 An employee entitled to a period of unpaid personal leave under *sub-clause 50.10* for a particular occasion is entitled to take the leave as:
- 50.11.1 single, unbroken period of up to two (2) days; or
- 50.11.2 any separate periods to which the employee and the University agree.
- 50.12 GENERAL CONDITIONS RELATING TO THE APPLICATION AND APPROVAL OF PERSONAL LEAVE
- 50.12.1 An application for personal leave or utilising Employee Self Service (or its replacement) must be submitted to the relevant supervisor delegated for leave approval.
- 50.12.2 An employee should endeavour to provide as much notice as possible of the requested leave. If it is not possible for the employee to give prior notice, the employee will notify the supervisor of such absence at the earliest opportunity (by telephone, e-mail, etc.).
- 50.12.3 The Employee Self Service request for personal leave must outline the reason for the requested leave and the estimated length of absence.
- 50.12.4 Carer's leave may not be used to substitute for childcare or dependent care arrangements, including on gazetted public holidays or during normal school holiday periods unless the leave is in accordance with *sub-clause 50.3.3* above.
- 50.13 Where a Public Holiday observed by the University falls during a period of personal leave, no deduction will be made from the personal leave credits of the employee for that day.
- 50.14 An employee may convert personal leave used pursuant to *sub-clause 50.3* on full pay to personal leave on half pay at any time.
- 50.15 Where a period of personal illness or injury sustained by the employee occurs during annual leave or long-service leave and the University receives a medical certificate from a registered health practitioner (or, if it is not reasonably practicable for the staff member to provide such a medical certificate, a statutory declaration made by the staff member) stating that the staff member was unable to attend work or was unfit for duty during that period, the absence shall be counted as personal leave, and that period of annual leave or long-service leave shall be re-credited to the staff member.
- 50.16 Where an employee is continuously absent from duty because of illness beyond a period of 13 weeks, the employee shall not be permitted to return to duty until a registered medical practitioner approved by the University certifies fitness to return to duty. Where the University has directed their registered medical practitioner to be consulted for these purposes, the medical accounts will be paid for by the University.
- 50.17 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health and Human Services, or who is required by a medical practitioner to remain in isolation due to contact with a person suffering from a notifiable infectious disease, will be granted isolation leave on full pay for the required period and no deduction will be made from personal leave credits.
- 50.18 An employee will be entitled to be granted special repatriation leave for illness due to disabilities certified by the Department of Veterans Affairs as having directly resulted from war service. Such leave will be granted with full pay up to 15 days during each year of service and will not be deducted from personal 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.

51 LONG-SERVICE LEAVE

51.1 An employee shall be entitled to 9.1 weeks of long-service leave after seven (7) years' service and at the rate of 1.3 weeks for every additional year of service thereafter. The calculation of the leave entitlement for casual employees will have regard to the provisions of *sub-clause 51.13*.

Such leave shall be on full pay, provided that the employee may elect to convert all or part of the period of entitlements to double the period by taking leave on half pay. Subject to *sub-clause 51.7* below an employee may take all or part of their accrued long service leave for a continuous period, provided that a minimum continuous period of one (1) day on full pay will be taken at any one time.

51.2 An employee granted long-service leave shall be paid the following rate of pay:

51.2.1 where the employee's service has been constant on a full-time or part-time basis, the leave shall be paid at the employee's ordinary rate of pay;

51.2.2 where the employee's employment fraction has been other than constant, the entitlement shall be calculated on the basis of the employee's current time fraction at the time of taking their Long Service Leave at full pay or half pay or if the employee so chooses, at the average fraction calculated over the total period of recognised service.

51.3 For the purposes of determining an employee's entitlement to long-service leave, the following shall not count as service:

51.3.1 any period of service after the date from which a pension is payable under the provisions of the Superannuation Act or of such other pension schemes as may apply where the employee retires on the grounds of age or ill-health;

51.3.2 any period of service for which payment in lieu of long-service leave has been made by a previous employer, or for which an employee has an entitlement to payment in lieu by a previous employer, provided that any such period of service shall be included for the purpose of satisfying the requirement in *sub-clause 51.1* that a minimum of seven (7) years be served before long service leave may be taken; or

51.3.3 any break in service with previous recognised employers as specified in *Clause 57* that exceeds six (6) months.

51.4 An employee (other than a casual employee) shall be entitled to have service with previous employers as specified in *Clause 57* recognised for the purpose of determining the long-service leave entitlement of the employee provided that:

51.4.1 an employee shall make any claim for recognition of prior service within six (6) months of the date of appointment. The University shall, as soon as possible after the date of the employee's appointment, but no later than twelve months from that date, notify the employee in writing as to the amount of prior service recognised for the purposes of long-service leave. The University shall provide details of the process for the recognition of prior service to the employee in the letter of appointment; and

51.4.2 the amount of service with previous employers recognised for long-service leave purposes shall not normally exceed seven (7) years but the University will take into account service from recognised previous employers who require ten (10) years or more service to be worked before long service leave can be taken or paid out.

51.5 Where service with a previous recognised employer as specified in *Clause 57* is recognised for long-service leave credit, the University may require that a period of service with the University of not greater than three (3) years be completed before an employee is eligible to take long-service leave.

51.6 Subject to *sub-clause 51.7* an employee with seven (7) or more years of service shall be entitled to take long-service leave at a time of the employee's choosing provided that at least six (6) months written notice is given by the employee of the intention to take such leave or, in the absence of such notice, the relevant delegated supervisor is satisfied that alternative arrangements can be made to cover the workload of the employee.

Notwithstanding the above, where an employee applies to take long-service leave during a period which partially or completely overlaps with a period of long service leave already granted to another employee within the same work area, approval of such leave shall be subject to the operational requirements of the work area. However, such leave shall not be refused unless the relevant delegated supervisor provides written reasons why operational requirements will be adversely affected by the taking of the leave. Provided that a single employee shall not have a second application for long service leave, on different dates, refused for the same reason.

51.7 Where an employee has a long-service leave balance of 20 weeks or more, the University may initiate the following steps to reduce the employee's long service leave balance to an acceptable level:

- 51.7.1 in the first instance a bona fide effort will be made to reach an agreement with the employee as to mutually suitable dates for the taking of that leave;
- 51.7.2 the employee shall not be required to take long service within 24 months of the intended date of the employee's retirement;
- 51.7.3 in the absence of an agreement and subject to *sub-clause 51.7.1* the University may direct the employee to take leave at a particular time that would reduce the long service leave credit to no less than thirteen (13) weeks at the time the leave period has concluded. The University must give the employee at least six (6) months written notice of the direction to take leave; and
- 51.7.4 in any case where an employee has taken long-service leave pursuant to this sub-clause, the University shall not require the employee to take a further period of leave for two (2) years after the end of that period of leave.
- 51.8 Where a public holiday occurs during the period that an employee is absent on long-service leave and such holiday is observed by the University, no deduction shall be made for that day from the long-service leave credits of the employee.
- 51.9 An employee or, where applicable, the employee's legal representative, shall be entitled to payment in lieu of long-service leave accrued but not taken as at the date of termination of employment where:
- 51.9.1 the employment of the employee terminates for any reason after seven (7) years or more of service, including service recognised with another employer. For example, an employee who resigns after seven (7) years' service will be entitled to receive payment of 9.1 weeks or 45.5 days which is pro-rata to the full entitlement of 13 weeks for ten (10) years continuous service;
- 51.9.2 after four (4) years' service with the University, the employee retires on the grounds of ill health, age, or the employee dies; or
- 51.9.3 in the case of retrenchment, payment in lieu shall be for all long-service leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.
- 51.10 Where payment is made in lieu of long-service leave accrued but not taken, the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.
- 51.11 An employee cannot elect to cash out any of the employee's long-service leave entitlement, except in the circumstances described in *sub-clause 51.9*.
- 51.12 An employee must not work for hire or reward whilst they are taking long service leave.
- 51.13 CASUAL EMPLOYEES
- 51.13.1 A casual employee who has had continuous employment with Federation University Australia or its predecessors of seven (7) years or more service shall be entitled to long-service leave, calculated on their average service fraction, over the full seven (7) years of continuous service.
- 51.13.2 Prior employment with other employers does not count towards any long-service leave entitlement
- 51.13.3 For long service leave purposes casual employment with the University is regarded as continuous if:
- (i) there is no more than an absence of three (3) months between each instance of employment in the period; or
- (ii) there is more than an absence of three (3) months between two (2) particular instances of employment but the length of the absence is due to the terms of the engagement of the employee by the University;
- 51.13.4 For the purposes of working out when a casual employee becomes entitled to long service leave only two-thirds of the employee's continuous employment with the University completed before 1 January 2006 counts as continuous service.

52 PARENTAL LEAVE

Application

- 52.1 Full time, part time and eligible casual employees are entitled to parental leave under this clause if the leave is association with:
- (i) the birth of a child of the employee, the employee's spouse or through a surrogacy arrangement; or
- (ii) the placement of a child with the employee for adoption; or
- (iii) the foster care of a child; or

- (iv) the permanent care of a child; and
- (v) the employee has or will have a responsibility for the care of the child.

Definitions

52.2 For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual Employee:
 - (i) employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period during a period of at least 12 months; and
 - (ii) who has, but for accessing leave under this clause, a reasonable expectation of continuing employment.
- (b) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse or the employee's legal surrogate;
 - (ii) in relation to adoption-related leave, a child who is, under 18 years as at the day of placement, or the expected day of placement;
 - (iii) in relation to care-related leave, a child for whom the employee is the carer.
 - (iv) In relation to foster care-related leave, a child who is in the foster care of the employee on a long-term placement.
- (c) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted child or long-term foster child or a child who has been placed in the permanent care of the employee (including where a permanent care order exists in relation to the custody or guardianship of a child). The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer on a particular day.
- (d) **Secondary Caregiver** means a person who has responsibility for the Child but is not the Primary Caregiver.
- (e) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the employee.
- (f) **Long term fostering or care** means a duration of more than six (6) months,
- (g) **Temporary or Emergency Fostering or care** means short term care of a child which may be up to six (6) months.

52.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table.

Primary Caregiver	Paid leave	Unpaid leave
Continuing or fixed term employees who have completed six (6) months service at the time the leave is to begin	26 weeks on full pay. Can be taken at full or half pay.	Up to 26 weeks Application for an additional 52 weeks can be made. Approval is subject to operational requirements.
Continuing or fixed term employees who have completed less than six (6) months service at the time the leave is to begin	Paid pro-rata entitlement calculated on each completed month of service on 2.1667 weeks for each completed month of service.	Balance up to 52 weeks Application for an additional 52 weeks can be made. Approval is subject to operational requirements.
Eligible casual employees	No entitlement	Up to 52 weeks

52.3 Summary of Parental Leave Entitlements cont.

Secondary Caregiver	Paid leave	Unpaid leave
Continuing or fixed-term employees	Four (4) weeks paid leave	Two (2) weeks or if birth by caesarean section four (4) weeks. Application for additional leave of up to 52 weeks can be made, Approval is subject to operational requirements.
Eligible casual employee	No entitlement	Up to six (6) weeks unpaid leave
Surrogacy leave	Paid leave	Unpaid leave
Continuing or fixed-term employees	Six (6) weeks	Up to 26 weeks in total
Eligible casual employee	No entitlement	Up to 26 weeks
Temporary or Emergency Foster care	Paid leave	Unpaid leave
Continuing or fixed-term employees	Up to two (2) weeks per occasion, up to a maximum of three (3) placements or occasions per annum	Up to six (6) weeks
Eligible casual employee	No entitlement	Up to four (4) weeks

52.4 Parental Leave – Primary Caregiver

52.4.1 An Employee (other than a casual employee) who has completed six (6) months service at the time leave is to begin and who will be the Primary Caregiver at the time of the birth of their child or via adoption or surrogacy arrangement or the time the employee becomes the permanent carer of the child, is entitled to up to 52 weeks parental leave comprising of:

52.4.1.1 26 weeks paid parental leave; and

52.4.1.2 up to 26 weeks unpaid parental leave.

Such leave may be taken no earlier than 20 weeks before the expected date of the birth of a child and up to a maximum of 52 weeks after the commencement of the period of paid leave. In the case of adoption, guardianship, or permanent care arrangements, the leave may be taken from the time the arrangement comes into effect.

52.4.2 An Employee (other than a casual employee) who will be the Primary Caregiver and who has completed less than six (6) months service at the time leave is to begin, shall receive a pro-rata entitlement of paid parental leave, calculated on each completed month of service prior to the leave commencing. The entitlement would be calculated on 2.16667 weeks for each completed month of service.

52.4.3 An Eligible Casual Employee who will be the Primary Caregiver is entitled to up to 52 weeks unpaid family leave.

52.4.4 By Agreement with the University, parental leave under this clause may be taken in more than one consolidated period but for not more than two (2) separate periods.

52.4.5 For part-time employees, the paid portion of the leave will be based on their part-time fraction. Where a full-time employee has converted to part-time employment prior to going on parental leave for reasons related to pregnancy, the employee will be paid at their full-time rate of pay.

- 52.4.6 Where an employee is taking a second or subsequent period of parental leave, payment of such leave will be calculated on the average time fraction worked in the six (6) months of paid employment prior to their second or subsequent period of leave, or at their current time fraction, whichever is the greater entitlement.
- 52.4.7 An employee may elect to take paid parental leave at full pay or half pay. All leave accruals and superannuation contributions during the period of paid parental leave at half pay will be calculated on a *pro rata* basis. Where the employee elects to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements for maintaining the notional full-time rate for both the employee and employer contribution.
- 52.4.8 If requested by an employee, any paid portion of parental leave may be paid as a lump sum.
- 52.4.9 Parental leave can be taken by the primary carer of the child. Only one person can be the primary carer and must produce satisfactory evidence as set out in *sub-clause 52.9*. If both parents work at the University, parental leave can be split between partners with each being able to take a portion of paid parental leave up to a maximum of 26 weeks.
- 52.4.10 An employee may also access the Australian Government's *Paid Parental Leave Scheme* subject to meeting eligibility requirements.

52.5 Parental Leave – Secondary Caregiver

- 52.5.1 The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.
- 52.5.2 An Employee who will be the Secondary Caregiver of a Child will be entitled to take up to four (4) weeks paid parental leave. Such leave may be taken during the period three (3) months prior to and three (3) months after the birth or at the time of placement or adoption. For part-time employees, the leave will be paid based on their part-time fraction. The leave can be taken at full or half pay.
- 52.5.3 An eligible casual employee may take up to six (6) weeks unpaid leave.
- 52.5.4 In addition to the leave entitlement under *sub-clause 52.5.2*, an employee who will be the Secondary Caregiver is entitled to a further two (2) weeks of unpaid parental leave or, if birth is by caesarean section, four (4) weeks of unpaid parental leave. The employee will also be able to access the Australia Government's *Paid Parental Leave* subject to meeting eligibility requirements.

52.6 Unpaid Parental Leave

- 52.6.1 In addition to the parental leave entitlements set out in *sub-clause 52.3*, an employee may apply to the University for additional unpaid parental leave. Subject to operational requirements, an additional period of up to 12 months unpaid leave will be granted.

52.7 Surrogacy Leave

- 52.7.1 Where an employee agrees to be a surrogate on behalf of another couple or person who will become the child's parent after birth, the employee will be entitled to six (6) weeks paid leave. The employee is also entitled to further unpaid leave as set out in *sub-clause 52.3*. Employees accessing this leave must provide notice and evidence in accordance with the requirements of *sub-clause 52.9*.

52.8 Temporary or emergency foster care

- 52.8.1 An employee who becomes a primary carer for a child/children in temporary or emergency foster care will be entitled to a maximum of two (2) weeks paid leave per placement or occasion, up to a maximum of three (3) placements or occasions per annum. Such leave may be taken in more than one consecutive block on each occasion. Should the employee later become the permanent carer for the child, the balance of the total 26 weeks paid leave will remain available. Employees may access unpaid leave or other forms of paid leave as provided for in this Agreement where paid leave under this clause is exhausted.

52.9 Notice and Evidence Requirements.

- 52.9.1 Unless it is impracticable, an employee must give notice in writing to their supervisor of their intention to take parental leave at least eight (8) weeks' prior to the date on which the parental leave will commence. This notice will include:
- (i) the proposed start and end dates; and
 - (ii) a statutory declaration stating they will be the primary caregiver of the child. If the leave is to be split between employees as provided for in *sub-clause 52.4.9*, this declaration must clearly state the period each employee will be the primary caregiver; and

- (iii) appropriate certification relating to the birth, adoption or permanent care of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- 52.9.2 In situations where unexpected circumstances arise that prevent the employee providing notification, as set out in *sub-clause 52.9.1*, or the dates originally notified change, the employee must notify the University as soon as practicable and confirm the changes in writing.
- 52.9.3 Notwithstanding *sub-clause 52.9.1 and 52.9.2*, an employee caring for a child/children in a temporary or emergency capacity must notify their supervisor as soon as reasonably practicable of the need to take leave and provide confirmation of their status as a temporary or emergency foster carer for the child/children. Reasonable evidence (including a Statutory Declaration) may be required on each occasion leave is accessed.

52.10 Fixed-Term Appointments

- 52.10.1 An employee who is on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in *sub-clause 52.10.2 and 52.10.3* below.
- 52.10.2 An employee employed on a fixed-term contract of employment whose contract expires at least 20 weeks prior to the birth of a child or on becoming the primary caregiver via adoption or a surrogacy arrangement, or a permanent carer of a child or the long term foster carer of a child, and whose employment is not continued beyond the expiry date of the contract, will be entitled to 26 weeks paid parental leave subject to fulfilling any eligibility requirements unless:
 - 52.10.2.1.1 They were offered and refused another contract of employment (on grounds other than primary carer responsibilities) broadly comparable to their existing position; or
 - 52.10.2.1.2 A significant majority of the duties and responsibilities of the existing position are no longer being performed.
- 52.10.3 An employee employed on a fixed-term contract who is on parental leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than 12 months from the date of taking the parental leave, will be entitled to the 26 weeks paid parental leave entitlement subject to fulfilling the eligibility requirements set out this clause.

52.11 Continuity of Service and Other Conditions of Employment

- 52.11.1 Absences on parental leave will not break continuity of service with the University.
- 52.11.2 Absences on paid parental leave will count as service for all purposes. Annual and long-service leave will accrue during periods of paid parental leave at the rate salary is earned.
- 52.11.3 Incremental progression will continue during periods of paid parental leave and will not be affected by periods of unpaid parental leave.
- 52.11.4 Absence on unpaid parental leave will not count as service for the purposes of:
 - 52.11.4.1 long-service leave unless the employee has completed seven (7) years' service with the University and the period of unpaid parental leave taken is less than six (6) months; or
 - 52.11.4.2 annual leave.
- 52.11.5 An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long-service leave. In the case of long service leave, this may be taken at half pay.
- 52.11.6 Where a public holiday occurs during the period that an employee is absent on paid parental leave and such holiday is observed by the University, then that day or days shall be added to the amount of paid parental leave that is due to the employee.

52.12 Unplanned Cessation of Parental Leave

- 52.12.1 If parental leave has commenced, or has been approved but not commenced, and:
 - 52.12.1.1 where a pregnancy terminates other than by the birth of a living child, or the employee's child dies during the period that the employee is on leave; or
 - 52.12.1.2 in the case of surrogacy, adoption or the permanent care of a child, the child dies during the period that the employee is on leave,

the employee will be entitled to a maximum of 26 weeks paid leave from the date or expected date of birth or placement of the child. The employee may utilise other leave accruals and unpaid leave to take the leave period up to a maximum of 12 months.

52.12.2 Where a pregnancy terminates between 13 and 20 weeks and prior to the submission of a request for parental leave, the employee will be entitled to up to four (4) weeks of paid leave, in addition to any compassionate leave entitlement prescribed in this Agreement.

52.12.3 A statutory declaration or other supporting information may be provided to support any period of leave pursuant to *sub-clause 52.9*.

52.13 Resumption of Duty

One of the benefits of providing effective leave around parental leave and child rearing is to encourage employees to return to work in normal circumstances. Good practice industrial principles should apply, including guaranteeing that employees can return to their existing position and level or alternative position and level with no disadvantage after embarking on parental leave.

52.13.1 An employee shall confirm their intention to return to work by providing written notice to the relevant supervisor of not less than eight (8) weeks prior to the expiration of the period of parental leave.

52.13.2 The employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, the University shall endeavour to employ the employee in a position commensurate with the classification and duties for which the employee is qualified, provided that the position is at the substantive grade held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.

52.13.3 An employee on parental leave will be consulted concerning any major changes proposed that may impact on their position, or where there is a significant change in the responsibilities of the position the employee held before commencing parental leave.

52.13.4 An employee returning to work after working a reduced time fraction because of primary carer responsibilities shall be returned to the position and time fraction held immediately prior to working part-time. Where it is not feasible to return the employee to the same position, the employee shall be placed in a position as nearly comparable to that of the former position.

52.13.5 Employees may negotiate return to work from a period of parental leave earlier than the date originally approved.

52.13.6 The University must not fail to re-engage a casual employee because:

- (i) the employee or employee's spouse has primary carer responsibilities; or
- (ii) the employee is or has been immediately absent on parental leave.

52.14 Return to Work on a Part-time Basis Following Parental Leave

52.14.1 The University is committed to family-friendly work practices and will give due consideration to assisting employees to balance work and family needs subject to the requirements of the work unit.

52.14.2 A full-time employee may apply to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and family responsibilities.

52.14.3 An advice of the intention to return to work on a part-time basis must be made at least eight (8) weeks prior to the completion of the parental leave.

52.15 A part-time employee returning from parental leave is entitled to return to the position held immediately before taking parental leave. If that position no longer exists the employee will return to a position commensurate with the classification and duties for which the employee is qualified, provided that the position is at the substantive grade and same time-fraction held prior to commencement of parental leave. If this is not feasible, it may be necessary to implement redundancy provisions as outlined in this Agreement.

53 CULTURAL LEAVE

The parties to this Agreement recognise that the cultural diversity of the University workforce means that some staff may celebrate cultural or religious days of observance which do not coincide with existing public holidays.

A supervisor may require reasonable evidence in support of a request for leave under this clause.

ABORIGINAL AND/OR TORRES STRAIT ISLANDER CULTURAL LEAVE

- 53.1 Employees who identify as being of Aboriginal and/ or Torres Strait Islander descent shall be entitled to up to five (5) days paid leave per calendar year and leave without pay up to a maximum of ten (10) working days per calendar year for the purpose of fulfilling cultural commitments and/or obligations.
- 53.1 If the five (5) days referred to above are not sufficient, an employee may access a further two (2) days paid leave, providing for up to a total leave period of seven (7) days per calendar year.
- 53.2 The University will grant Aboriginal and/or Torres Strait Islander employees one (1) day of paid leave, additional to that set out in *sub-clause 53.6* to be taken during NAIDOC week to attend celebrations or ceremonies.
- 53.3 An employee may elect to use annual leave in lieu of any unpaid leave granted in accordance with the above provision.
- 53.4 Casual employees who identify as being of Aboriginal or Torres Strait Islander descent shall be entitled to up to a maximum of ten (10) days' unpaid leave in any 12 month period for the purpose of fulfilling cultural obligations.

OTHER CULTURAL AND RELIGIOUS LEAVE

- 53.6 An employee who is adherent to and celebrates cultural or religious days of observance shall be entitled to up to three (3) days' paid leave (unpaid leave for casuals) per calendar year for the purpose of fulfilling or observing cultural or religious obligations. Where this involves further time away from work, suitable arrangements could include re- scheduling of work commitments or use of annual leave.

Where it can be demonstrated that the three (3) days referred to above are not sufficient, an employee may access a further two (2) days from the employee's personal leave entitlement if available.

TOTAL ENTITLEMENT UNDER THIS CLAUSE

- 53.7 Without increasing either entitlement above, the total combined leave entitlement under *sub-clauses 53.1 and 53.3 and 53.6* for any employees who identify as being of Aboriginal and/or Torres Strait Islander descent will not exceed eight (8) days' paid leave and ten (10) days' unpaid leave per calendar year.

Such leave does not accumulate from year to year and cannot be paid out on termination of employment.

54. COMPASSIONATE LEAVE

- 54.1 An employee (other than a casual employee) is entitled to a period of up to five (5) days' paid compassionate leave for each occasion:
- 54.1.1 to spend time with a member of employee's immediate family or household who contracts or develops a personal illness or sustains a personal injury that poses a serious threat to that person's life; or
 - 54.1.2 after the death of a member of the employee's immediate family or household; or
 - 54.1.3 an Aboriginal and/or Torres Strait Islander staff member is required for "Sorry Business"; or
 - 54.1.4 a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - 54.1.5 the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 54.2 *Sub-clause 54.1.5* does not apply:
- 54.2.1 if the miscarriage results in a stillborn child in which case *sub-clause 52.6* of the *Parental leave* provisions will apply.
- 54.3 An employee may add an additional two (2) days' paid leave, providing for up to a total leave period of seven (7) days where:
- 54.3.1 there is a need to attend a funeral overseas, or where long-distance travel is involved, e.g. interstate; or
 - 54.3.2 there is an urgent need to visit a family member overseas, or in situations where the visit would require long distance travel, e.g. interstate, because that family member has contracted or developed a personal illness or sustained a personal injury that poses a serious threat to that person's life; or
 - 54.3.3 an Aboriginal and Torres Strait Islander staff member is required for "Sorry Business".
- 54.4 An employee may add to the entitlement under *sub-clause 54.1 or 54.3* by utilising other forms of paid or unpaid leave.
- 54.5 An employee entitled to a period of compassionate leave under *sub-clause 54.1 or 54.3* for a particular occasion is entitled to take the compassionate leave as:

- 54.5.1 a single, unbroken period of up to five (5) days (up to seven (7) days as provided for *sub-clause 54.3*); or
- 54.5.2 any separate periods to which the employee and the University agree.
- 54.6 The employee must notify their supervisor as soon as practicable (which may be time after the leave has started) of the need to access compassionate leave on each occasion.
- 54.7 A casual employee is entitled to the provisions of this clause excepting that all compassionate leave taken shall be unpaid.

55. MISCELLANEOUS MATTERS AND OTHER LEAVE

An employee (other than a casual employee, with the exception of domestic violence leave, gender affirmation/transition leave and breastfeeding and lactation breaks) is entitled to paid leave in the following circumstances:

55.1 DOMESTIC VIOLENCE LEAVE

- 55.1.1 The University recognises that employees may sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The University is committed to providing support to employees who experience domestic violence.
- 55.1.2 The University accepts the definition of family violence as provided by the *Family, Violence Protection Act 2008 (Vic)* and *Domestic and Family Violence Protection Act 2012 (Qld)* and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member or a close relative of the employee.
- 55.1.3 Any personal information provided in relation to situations of domestic violence shall be kept confidential.
- 55.1.4 Employees experiencing family/domestic violence are entitled to up to 20 days' paid leave per calendar year to attend to medical appointments and legal proceedings, seek safe housing and other activities linked to dealing with domestic violence. This domestic violence leave of 20 days' paid leave does not accumulate from one year to the next.
- 55.1.5 In addition to the entitlement in *sub-clause 55.1.4* the University will offer employees experiencing family/domestic violence a broad range of support. This includes where appropriate:
- (i) access to personal leave, annual leave or leave without pay once the 20 days leave has been exhausted;
 - (ii) changes to hours of work and other appropriate flexible working arrangements, including changes to working times;
 - (iii) changing work location, agreed alternative duties, telephone number or email address; and
 - (vi) additional leave with pay which may be available upon application to the Director, People and Culture.
- 55.1.6 The University will generally not require evidence. In circumstances where evidence is required, the employee may provide evidence such as a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, a counselling professional or a statutory declaration.

55.2 JURY SERVICE AND COURT APPEARANCES

An employee who is required to attend for Jury Service (including attendance for jury selection) or to attend any court of law as a witness during their ordinary working hours will be granted paid leave for their ordinary hours of work. Paid leave is conditional upon production of a certificate from the court indicating attendance is required.

55.3 AUSTRALIAN DEFENCE FORCE RESERVE

- 55.3.1 If an employee is a member of the Australian Defence Force Reserves the employee is entitled to:
- (i) up to ten (10) days' leave on full pay per calendar year to attend routine defence training or defence service activities, e.g. annual training camp; and
 - (ii) up to ten (10) days' leave on full pay per calendar year for special purpose defence training or defence service activities.
- 55.3.2 The University shall not hinder an employee from rendering defence services.

55.3.3 Sufficient notice and reasonable evidence should be provided to the University of leave to be taken, and, an employee should seek to identify alternative dates for defence service where it causes significant difficulties for the University.

55.4 EMERGENCY ASSISTANCE

55.4.1 As a member of a voluntary organisation, to assist in emergencies where the organisation is called upon to assist by the government or by a competent authority under the State Disaster Plan.

55.4.2 Where the employee responds to a call for volunteers to meet a declared bushfire or other Voluntary Emergency Management Activity.

55.5 BLOOD DONOR LEAVE

To donate blood, subject to the operational requirements of the University.

55.6 HOUSE RELOCATION LEAVE

The University will provide up to two (2) days' paid leave when it requires an employee to perform all or the majority of the employee's duties at a campus other than the employee's previous campus location and the employee elects to relocate to a primary place of residence more convenient for travelling to such new campus. Access to this leave will be limited to change of campus where over 50 kilometres of travel (each way) is involved.

55.7 CARING FOR A CHILD ON A PUPIL/STUDENT-FREE DAY

An employee may be granted up to three (3) days' paid leave in any calendar year to care for their child due to an officially designated student or pupil free day. Documented evidence will be required from the relevant primary or secondary school and must be provided with the lodgement of the leave request from the employee. This leave must not be used to substitute for childcare or dependent care arrangements, including care requirements on gazetted public holidays or during normal school holiday periods.

55.8 OTHER SPECIAL CIRCUMSTANCES

Other special circumstances as approved by the Director, People and Culture. This may include leave to attend to matters of a personal and pressing nature that require immediate attention.

55.9 ELECTION LEAVE

An employee is entitled to unpaid leave in the following circumstances:

An employee is entitled to leave without pay to contest an election where the employee is a candidate for election to Federal or State Parliament.

55.10 GENDER AFFIRMATION/TRANSITION LEAVE

55.10.1 An employee who is affirming their gender is entitled to 30 days' paid leave per annum for purposes incidental to the affirmation of their gender.

55.10.2 The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, attending to any legal matters, or any other activity related to the employee's gender affirmation.

55.10.3 The University will generally not require evidence. In circumstances where evidence is required, the employee may provide evidence such as a letter from a treating practitioner, a letter from a legal practitioner or a statutory declaration.

55.10.4 For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the employee.

55.10.5 If an employee has used all of their paid leave under this clause the employee may access other forms of paid or unpaid leave. Such leave will not be unreasonably refused.

55.11 BREASTFEEDING

55.11.1 An employee (including casual employees) who is breastfeeding will be entitled to paid lactation breaks to be taken at the timing and for the duration required by the employee. Access to appropriate facilities including a clean, private space with a refrigerator and sink will also be provided.

55.11.2 Access and frequency of use of this clause does not require approval, but where possible the staff member should notify a colleague that they will be absent from the workspace.

55.11.3 Access to this clause is not restricted to employees who have accessed the parental leave provisions in *Clause 52* of this Agreement.

55.12 In cases under *sub-clause 55.2 or 55.3* involving less than 3.67 hours, an employee may negotiate time off with their relevant supervisor and make up the difference in working hours at a later period or may take the time off in lieu of previous additional hours worked.

56 LEAVE TO COUNT AS SERVICE

56.1 Without detracting from what may be specified elsewhere in this Agreement, the following shall count as service in determining the entitlement of an employee to leave for all other purposes:

- 56.1.1 Any period of paid leave with long service taken on half pay counting as normal service (except for superannuation purposes);
- 56.1.2 Any continuous period of sick leave without pay not exceeding 20 working days;
- 56.1.3 Any period of sick leave without pay not exceeding in the aggregate 20 working days in any year of service;
- 56.1.4 Any period of paid parental leave;
- 56.1.5 Any period of leave without pay for the purpose of contesting elections to Federal or State Parliament; and
- 56.1.6 Any other period of unpaid leave, whether continuous or aggregate, not exceeding 20 working days in any year of service;

56.2 For the purpose of determining an employee's entitlement of long-service leave, where the employee's service is not continuous, the aggregate period of service including service recognised from previous employers shall count as service.

57 RECOGNITION OF PRIOR SERVICE FOR THE PURPOSES OF SICK LEAVE AND LONG-SERVICE LEAVE CREDITS

57.1 For all employees commencing employment with the University on or after the date of certification of this Agreement, the University will recognise prior service for the purposes of sick leave and long-service leave credits only as follows:

- 57.1.1 With other publicly-funded Australian Universities and TAFE Colleges/Institutes; and
- 57.1.2 With privately-funded Universities whose Chief Executive Officer is a member of Universities Australia.

57.2 Provided that an employee will not be entitled to have service recognised from the organisations specified in *sub-clause 57.1* above if the employee's break in service exceeds six (6) months. This also applies to former University employees who re-join the University after a period of six (6) months.

57.3 Notwithstanding any of the above, service in other circumstances may be recognised at the discretion of the Vice-Chancellor or the Vice-Chancellor's nominee.

57.4 Where service with a previously recognised employer is accepted for long-service leave credit, the University may require that a period of service with the University of not more than three (3) years be completed before an employee is eligible to take long-service leave.

57.5 Entitlements of employees engaged prior to the date of operation of this Agreement are not affected by the operation of this Clause and will remain as per the previous Agreement or as outlined in their employment contract.

57.6 Where more than seven years' (7) service is recognised by this University from other organisations or where there is entitlement to be paid out long-service leave accruals, new employees must seek to be paid out any such entitlement from their previous employer. Such service will count only towards the period of qualifying service for long-service leave and will not be subject to leave credits.

57.7 All recognition of casual service for long-service leave shall be in accordance with *sub-clause 51.13* of this Agreement.

57.8 Any period of up to 52 weeks break between fixed-term appointments with the University shall not constitute a break in service (however the period of the break in service will not count as service) if:

- 57.8.1 the break commenced not less than 13 weeks before the expected birth of a child to the employee or the employee's spouse;
- 57.8.2 at the commencement of the break, the employee had at least 12 months' service with the University;
- 57.8.3 the employee was the primary care-giver following the birth, adoption or placement of that child;
- 57.8.4 the employee did not engage in employment during the break (other than on an occasional or short-term and ad hoc basis); and
- 57.8.5 the University is advised of these circumstances no later than three (3) months after the re-commencement of employment after the break.

The University may require an appropriate declaration of facts to support such advice and shall not refuse to employ a person because they have or may have an entitlement to continuity of service in these circumstances.

58 PUBLIC HOLIDAYS AND END OF YEAR CLOSEDOWN

All Campuses

58.1 PUBLIC HOLIDAYS

- 58.1.1 All employees shall be entitled to holidays on the following days:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day;
 - (ii) those prescribed by the relevant government authority as Australia Day, ANZAC Day, King's Birthday and Labour Day; and
 - (iii) any other day or part-day declared or prescribed by or under a law of a State or Territory.
- 58.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 58.1.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 58.1.4 When New Year's Day, Australia Day or ANZAC Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 58.1.5 The University and an employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday as prescribed in this clause.
- 58.1.6 Where in Victoria or in the relevant local government area or locality where a University Campus is located, other public holidays are declared or prescribed other than those set out in *sub-clause 58.1.1*, those days, shall constitute additional paid holidays for the purpose of this Agreement.
- 58.1.7 Provided that an employee who does not have ordinary hours of work on the public holiday, or is not rostered to work on that day, they will not be entitled to payment for the public holiday, provided that:
- 58.1.7.1 where a public holiday (or in the case of substitution, a substitute day) falls on a Rostered Day Off, the University will grant an additional day's pay or leave at ordinary time, to be taken at a mutually agreed time; and
 - 58.1.7.2 no deduction will be made from annual, personal or long service leave credits for a public holiday which occurs during a period of leave.

58.2 END OF YEAR CLOSEDOWN

- 58.2.1 The University will close normal operations between Christmas Eve and the working day following the New Year's Day public holiday.
- 58.2.2 The closedown period will constitute five (5) weekdays during which the University will be closed. During this period the following arrangements will be in place:
- i) two (2) of those days will be observed as the Christmas Day and Boxing Day public holidays (or public holiday/s in lieu thereof); and
 - ii) employees will be required to take one (1) day of annual leave (or leave without pay where insufficient annual leave credits exist) or an agreed substituted public holiday in accordance with *sub-clause 58.1.5*; and
 - iii) two (2) days will be granted as ex-gratia days of leave.

59 OUTSIDE STUDIES PROGRAM (ACADEMIC EMPLOYEES)

- 59.1 The Outside Studies Program (OSP) enables academic employees to pursue a structured program of sustained scholarship, research and associated developmental activities, outside the University. Work towards completion of a relevant doctoral qualification is an appropriate matter of OSP.
- 59.2 All academic employees holding a continuing or fixed-term appointment will be eligible to apply for OSP after three (3) years' continuous service in accordance with University OSP Policy.
- 59.3 The OSP will be designed to support the continual professional development of academic staff in order to assist the University to attain its objectives.
- 59.4 The OSP will be designed to give members of the academic staff the opportunity to undertake research, creative and professional activity or the scholarship of teaching in areas of identified strategic importance to the University and to the professional development of the employee, which cannot normally be undertaken within the employee's duties at the University.

- 59.5 OSP will provide an employee with the opportunity, uninterrupted by teaching or other duties:
- 59.5.1 To undertake professional development relevant to research, teaching, the supervision of postgraduate students and/or professional or creative activity; and
 - 59.5.2 To do one or more of the following:
 - (i) engage in research;
 - (ii) engage in the scholarship of teaching;
 - (iii) maintain and improve professional and vocational knowledge;
 - (iv) practice as an artist or performer;
 - (v) obtain experience in the work for which the employee is preparing students; and/or
 - (vi) gain academic leadership and management experience.

PART 8: WORKERS' COMPENSATION, ILL HEALTH RETIREMENT, INSURANCE

60 WORKERS' COMPENSATION LEAVE AND MAKE-UP PAY

- 60.1 An employee who suffers injury causing partial or total incapacity for work who receives compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or other state equivalent legislation, will be granted leave and paid make-up pay in accordance with this clause.
- 60.2 An employee who receives workers' compensation leave will have any personal leave credits that were used during the period of the injury re-credited.
- 60.3 Make-up pay shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury. Make-up pay will be the employee's pre-injury average weekly earnings excluding travelling or car allowance, incidental expenses, payment of a temporary nature less any amount payable as compensation and less any amount the employee is earning during employment by reasons of partial incapacity, whether the employment is with the University or any other employer.
- 60.4 The University will make a return to work offer of duties as part of the return to work process. Failure to respond to the offer within ten (10) working days (agreed) and/or failure to accept the offer other than on medical or other reasonable grounds will lead to the cessation of the make-up leave payments until a return to work occurs. The period of cessation will be included in the calculation of the entitlement under *sub-clause 60.3* The return to work offer of duties is an offer of temporary, alternative or modified duties as part of a return to work plan. It does not constitute an offer of suitable employment.
- 60.5 An employee who has suffered injury causing total or partial incapacity for work will be entitled, upon returning to full duty at the University, to occupy a position equivalent to that occupied by the employee immediately prior to the occurrence of the injury.
- 60.6 An employee who recovers damages in respect of the injury for which the employee has received make-up pay shall repay this make-up pay to the University provided that the damages so recovered include payment for loss of income.
- 60.7 Once the defined period of make-up pay referred to above ceases and while an employee remains on workers' compensation (WorkCover), any entitlement to further leave accrual in respect of recreation leave, personal leave or long service leave ceases.

61 TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH

- 61.1 Where an academic supervisor, Head of Faculty/Section considers that the capacity of an employee to perform the duties of the employee's position is in serious doubt due to health reasons, the employee should in the first instance attempt to discuss the possible health issue with the employee.
- 61.2 Where, following the discussions referred to in *sub-clause 61.1* the academic supervisor, Head of an Institute/Section remains concerned about the potential health issue, or where no such discussions are possible because of the employee's state of health, the supervisor may refer the matter to the relevant Deputy Vice-Chancellor or the Chief Operating Officer for further action. The supervisor should clearly advise the Deputy Vice-Chancellor/Chief Operating Officer of how the health issue has manifested itself in the workplace. A copy of the advice will be provided to the employee concerned.
- 61.3 Where the Deputy Vice-Chancellor/Chief Operating Officer is of the view that genuine health issues may exist which would prevent the employee performing the employee's duties, the Deputy Vice-Chancellor/ Chief Operating Officer may direct the employee, in writing, to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.

- 61.4 The Deputy Vice-Chancellor/Chief Operating Officer will provide an employee with written notice that they must present within two (2) months for a medical examination. Where the employee elects to apply to the employee'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 *sub-clause 61.3* above will lapse and no further action will be taken by the University under this Clause.
- 61.5 The medical practitioner will, as far as possible, apply the same standards that would be used by the employee's superannuation scheme in granting permanent disablement or other similar benefit. A copy of the medical report made by the medical practitioner pursuant to *sub-clause 61.3* will be provided to the Deputy Vice-Chancellor/Chief Operating Officer and to the employee.
- 61.6 If the medical examination referred to in *sub-clause 61.3* above finds that:
- 61.6.1 the condition is essentially irreversible;
 - 61.6.2 the employee is unable to perform the employee's duties (or suitable alternative duties) with the provision of reasonable workplace adjustments; and
 - 61.6.3 the employee is unlikely to be able to resume duties within a reasonable period, being not less than 12 months,
the Vice-Chancellor may, subject to *sub-clause 61.7*, terminate the employment of the employee in accordance with the notice required by the employee's contract of employment or, where no notice is specified, with six (6) months' notice. Prior to taking action to terminate the employment of an employee, the Vice-Chancellor may offer the employee the opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.
- 61.7 If the employee wishes to appeal against the findings contained in the medical report, the employee may do so by advising the Deputy Vice-Chancellor/Chief Operating Officer of the intention to appeal in writing within fourteen days of the report being made available. The appeal must be made as soon as practicable thereafter, though normally within one (1) month of the employee's notice of the employee's intention to appeal. Where an employee is unable to lodge an appeal within one (1) month, the employee must advise the University in writing why it has been impracticable to do so. The appeal must be accompanied by a report from a suitably qualified medical practitioner which states an alternative view to that contained in the medical report.
- 61.8 Where an appeal has been lodged by an employee in accordance with *sub-clause 61.7* above, the employee will be referred to the employee's superannuation scheme who will be asked to determine whether the employee would qualify for a temporary or permanent disability pension. Both the medical reports referred to in *sub-clauses 61.5 and 61.7* will be provided to the superannuation scheme. The Vice-Chancellor will make a final determination on whether the employee's employment should be terminated in accordance with the determination of the superannuation scheme.
- 61.9 These provisions will not displace or override any State or Federal Government workers' compensation legislation.
- 61.10 The Vice-Chancellor may construe a refusal by an employee to undergo a medical examination in accordance with these procedures within two (2) months of a written notification to do so as reason to terminate the employment provided that:
- 61.10.1 the employee may present for the medical appointment or apply to the superannuation fund within a period of four weeks, in which case the employment will not be terminated in accordance with this *sub-clause 61.10* and these *sub-clauses 61.4 to 61.8* above, will be followed;
 - 61.10.2 the notice of termination of employment will be in accordance with the notice provided for in *sub-clause 61.6* above;
 - 61.10.3 the refusal by the employee will not constitute misconduct or serious misconduct, nor will it lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report; and
 - 61.10.4 the unsatisfactory performance and misconduct clauses of this Agreement will not apply.
- 61.11 The University may only terminate the employment of an employee on the grounds of ill health in accordance with the provisions of this Clause.

62 JOURNEY ACCIDENT COVERAGE

The University will, through the institution of an insurance policy, cover employees injured in journey accidents to and from work where such injuries or accidents are not covered by the Transport Accident Commission or WorkCover.

PART 9: WORKPLACE RELATIONS, PERFORMANCE MANAGEMENT, DISCIPLINARY PROCESSES AND DISPUTE RESOLUTION

63 PERFORMANCE REVIEW AND STAFF DEVELOPMENT

- 63.1 A Performance Review and Staff Development program will be maintained and continued to be developed consultatively with employees and unions and implemented to provide:
- 63.1.1 an effective system of performance review and staff development which offers staff members the opportunity to develop their skills and effectiveness within the University and which promotes alignment between the performance of individual employees, and the goals and objectives of the Institute/Section/area and the University;
 - 63.1.2 a mechanism to formulate annual goals and objectives which will be settled by the appropriate supervisor following consultation with the employee in order to optimise the fit between the employee's abilities, aspirations and goals, and the strategic needs of the Institute/Section/University;
 - 63.1.3 regular feedback to employees and their supervisors to enable them to fulfil their roles effectively;
 - 63.1.4 a means to identify and implement staff development and training needs for individuals and groups of employees;
 - 63.1.5 procedures compatible with the development of equal opportunity and affirmative action policies, and which offer staff the opportunity for impartial appraisal of their performance and provide avenues to develop in identified areas where appropriate;
 - 63.1.6 a means of linking performance and salary incremental progression; and
 - 63.1.7 the capacity for unbiased resolution of any dispute between the employee and supervisor based on the principles of fair dealing;
- 63.2 The University shall provide adequate resources to support implementation of the program, including training and time release of supervisors and employees.
- 63.3 The operation of the Performance Review and Development Program will be reviewed by the parties in consultation with employees.
- 63.4 All new academic staff who have not previously held a teaching post may be required to attend an induction program which may include teacher training. Teaching loads of such staff should make appropriate allowance for this.
- 63.5 All academic staff shall have access to (and may be required to attend) a range of staff development opportunities including but not restricted to:
- 63.5.1 programs and consultative services on teaching and teaching development; and
 - 63.5.2 services to assist individual academic staff in the evaluation of their teaching for the purposes of analysis, understanding, reflection and/or improvement and such services can be provided to the academic employee on a confidential basis should this be requested.
- 63.6 Staff development programs should include components for:
- 63.6.1 new members of staff;
 - 63.6.2 ongoing staff development;
 - 63.6.3 training of Chairs and Heads of Institutes or other equivalent organisational units; and
 - 63.6.4 training of supervisors in staff assessment techniques.

64 SUPERVISOR TRAINING

- 64.1 The University shall provide training in the following areas for supervisors:
- 64.1.1 induction;
 - 64.1.2 assessment of job performance rather than individual characteristics;
 - 64.1.3 staff assessment techniques and the provisions of this Agreement; and
 - 64.1.4 equal opportunity and affirmative action policies and guidelines.
- 64.2 The University shall also provide an annual program of supervisor training.

65 STAFF SUPERVISION

- 65.1 Academic supervisors shall provide academic and administrative leadership. Wherever possible supervisors shall be competent in the areas of expertise of the academics for whom they are responsible.
- 65.2 Supervisors are responsible for monitoring the performance of staff and for providing assistance to employees whose performance is assessed as requiring improvement.
- 65.3 The Executive Dean/Dean is the supervisor of each academic employee in the Institute/School, provided that the Vice- Chancellor may delegate in writing another academic staff member classified at Level C or above to be the supervisor of one or more academic staff. An employee may request the nomination of an alternative supervisor.
- 65.4 On commencement of duties each employee (other than casuals) shall be informed in writing of the name and position of their supervisor.
- 65.5 A supervisor shall receive appropriate training in staff assessment techniques and the provisions of this Agreement.

66 DISCIPLINARY PROCEDURES

- 66.1 Set out below in *Clauses 67 and 68* are the procedures that will be applied where the University considers the performance of an Employee to be unsatisfactory, or in circumstances where allegations of misconduct or serious misconduct are made against an Employee.
- 66.2 An Employee may be assisted by a Representative at any stage throughout these procedures. For the purposes of this clause "Representative" means any person or organisation chosen by a staff member or the University to represent them, except a solicitor or barrister in private practice.
- 66.3 Procedural fairness and natural justice must be applied to all processes carried out under this clause.
- 66.4 If at any stage during the procedures under this clause the University finds that the details of the allegations should be amended or new details added, the staff member must be advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by the University.
- 66.5 All actions of the Vice-Chancellor or nominee under this Part of the Agreement shall be final and not subject to appeal or review, provided that nothing in this sub-clause shall be construed as excluding the jurisdiction of any external court or tribunal which, but for this sub-clause, would be competent to deal with the matter.

67 MANAGING UNSATISFACTORY PERFORMANCE

- 67.1 The procedures set out in this clause are designed to provide a mechanism to assess the performance of staff. The primary purpose of this process is to provide assistance to any staff member whose performance is assessed as requiring improvement. For the purposes of this clause "Representative" means any person or organisation chosen by a staff member or the University to represent them, except a solicitor or barrister in private practice.
- 67.2 This clause applies to all staff except casuals and probationary staff. Termination of employment by the University on the grounds of unsatisfactory performance may apply to fixed-term staff provided that upon termination payment is made in lieu of the lesser of the:
- 67.2.1 balance of the six (6) months' notice, calculated from the commencement of the process in *sub-clause 67.9*; or
- 67.2.2 remaining period of the fixed term.
- 67.3 As set out in the following clauses disciplinary action will be initiated as a last resort. A supervisor must make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling and appropriate academic staff development, or appropriate work allocation before a possible report to the Vice-Chancellor.
- 67.4 The University will follow the procedures in this clause before taking disciplinary action against a staff member for unsatisfactory performance. However, where a matter that may involve unsatisfactory performance has been dealt with in good faith as though it were a case of misconduct or serious misconduct under *Clause 68* the procedures of this clause are not required, but the procedures of *Clause 68* including notice periods and review procedures, must be followed.
- 67.5 Disciplinary action may only be taken by the Vice-Chancellor and only in accordance with this Agreement.
- 67.6 Nothing in this clause prevents the Vice-Chancellor referring a question of unsatisfactory performance to a supervisor for appropriate action.

Counselling

- 67.7 It is expected that supervisors provide regular feedback to staff on performance as part of the performance management feedback process and will deal promptly and fairly with issues as they arise.
- 67.8 If a supervisor forms the view that the performance of an employee is unsatisfactory, the supervisor will address the issues promptly and will implement the following process.
- 67.9 The supervisor will counsel the employee on the nature of the unsatisfactory performance, the improvement required and the time within which such improvement is expected and, in consultation with the employee, will develop and implement strategies to address unsatisfactory performance. These strategies will be given no less than four (4) weeks to take effect in the case of general staff employees and up to a semester in the case of academic employees. The supervisor will make a record of the counselling given and provide a copy to the staff member and will inform the staff member that action is being taken in accordance with this clause.
- If believed beneficial, the supervisor may direct the staff member to undertake a course of professional development or other appropriate program(s) designed to assist in improving performance.
- 67.10 Where the supervisor believes that the processes referred to in *sub-clause 67.9* have resolved the concern, then no further action will be taken.

Disciplinary Action – Written warning

- 67.11 Where a supervisor believes that the processes referred to in *sub-clause 67.9* have not produced the required improvements in performance, the supervisor will meet with the employee and will provide the employee with a written warning and advice of the need for the employee's performance to improve. The written advice will specify:
- 67.11.1 the expected standard of performance, including appropriate performance indicators;
 - 67.11.2 how the employee's performance is unsatisfactory;
 - 67.11.3 any required skill development or training to be provided; and
 - 67.11.4 the improvement required in order to meet the expected standard over the next two months in the case of general staff employees, or three months in the case of academic employees (the review period).
- A copy of the advice will also be provided to the relevant Executive Dean, Director, Deputy Vice-Chancellor/Chief Operating Officer/Chief Financial Officer. At the request of the staff member, the supervisor will consult with colleagues in the Institute or Directorate before making the report.

Progress Review

- 67.12 During the review period, the supervisor will assess the employee's performance and prepare regular progress reports. The employee must be given a copy and have the opportunity to provide comments on the progress reports. Where appropriate, the relevant Head of Institute/Section may appoint an independent person from outside the employee's work area to undertake the assessment.
- 67.13 If the employee has met the expected standard of performance at the end of the review period, no further action will be taken.

Recommendation for action

- 67.14 If the supervisor concludes that the employee has not met the expected standard of performance at the end of the review period, the supervisor will consult the Head of Institute/Section and will forward the final assessment, progress reports, the employee's comments and any other relevant documentation to the Vice-Chancellor, together with a recommendation for action, which may include further disciplinary action. A copy of the final assessment will also be given to the employee.
- 67.15 The Vice-Chancellor will write to the employee asking them to provide written reasons within ten (10) days as to why the recommendation should not be adopted.
- 67.16 The Vice-Chancellor will reasonably consider the report, documentation and the staff member's response, and satisfy themselves of unsatisfactory performance and compliance with this clause.

The Vice-Chancellor may then decide to:

- 67.16.1 take no further action;
- 67.16.2 refer the matter back to the supervisor to ensure that the steps referred to in *sub-clause 67.15* are complied with in substance and in a manner appropriate to the circumstances; or

67.17 take disciplinary action. The Vice-Chancellor will inform the staff member in writing of the decision. A decision for disciplinary action will take effect no earlier than five (5) working days from the date of the Vice-Chancellor's written advice.

Independent Review

67.18 If the Vice-Chancellor decides to discipline the staff member, the staff member will be provided with the grounds for the disciplinary action including referencing any material relied on in support of the decision.

67.19 In respect of decisions to impose disciplinary action in the form of suspension without pay, withholding an increment, demotion, transfer or deployment to another position or termination of employment, the staff member may request a review of the Vice-Chancellor's decision by writing to the Vice-Chancellor within ten (10) working days of receiving the decision. The review will be dealt with in accordance with this clause.

67.20 To seek a review, the employee must provide to the Director, People and Culture the following materials at the time the request is lodged:

67.20.1 the grounds for requesting the review;

67.20.2 any written submissions supporting the request for review; and

67.20.3 any documentary material that the staff member relies on.

67.21 The Director, People and Culture will engage an Independent Reviewer within five (5) business days of the request for review. The Independent Reviewer will be a person agreed between the University and the relevant Union. The Independent Reviewer will not be an employee of the University.

67.22 Where agreement cannot be reached on an agreed Independent Reviewer, either the University or the relevant Union may seek the assistance of the FWC in resolving the issue.

67.23 The University will provide to the Independent Reviewer (copied to the staff member) its submissions and any supporting materials within ten (10) business days of the request for review.

67.24 The staff member will be provided with the University's submissions and supporting material and may provide further comment and submissions to the Independent reviewer within five (5) business days.

67.25 At the time of submitting their review request, the staff member will elect to either appear before the Independent Reviewer or request the review to be conducted on the papers. Where the review is conducted on papers, the Independent Reviewer may seek additional information if the Independent Reviewer considers this is necessary. Where the staff member appears before the Independent Reviewer, the University Representative may also appear.

67.26 The Independent Reviewer will:

67.26.1 conduct the review in camera unless the employee and the Vice-Chancellor agree otherwise;

67.26.2 allow the employee and the Vice-Chancellor to be assisted or represented by an agent of their choice who is an employee of the University but who is not a practising solicitor or barrister, or by an officer or employee of the Union (in the case of the employee) or of AHEIA (in the case of the University);

67.26.3 provide an opportunity for the staff member to be interviewed by the Independent Reviewer (where the staff member has elected to appear before the Independent Reviewer) and ensure that the staff member has adequate opportunity to answer findings of unsatisfactory performance and to put the member's case;

67.26.4 where considered necessary, interview any person it thinks fit to establish the merits or facts of the particular case;

67.26.5 conduct all interviews in the presence of the staff member (or the staff member's representative) and the Vice-Chancellor (or the Vice-Chancellor's representative), unless the Independent Reviewer concludes there are good grounds not to do so, in which case they will ensure procedural fairness to both the University and the employee in respect of any interview material the Independent Reviewer will rely upon;

67.26.6 where the staff member has elected to appear before the independent reviewer, ensure the staff member (or the staff member's representative) and the Vice-Chancellor (or the Vice-Chancellor's representative) have the opportunity to ask questions of interviewees (unless the Independent Reviewer, considers there are good grounds not to do so), make submissions and present and challenge evidence;

67.26.7 conduct proceedings as expeditiously as possible consistent with the need for fairness; and

67.26.8 take into account other material the Independent Reviewer believes appropriate to the case.

67.27 The Independent Reviewer will report their findings to the staff member and the Vice-Chancellor outlining whether:

67.27.1 the procedures in *Clause 67* have been followed; and

67.27.2 whether there was, overall, sufficient material to make a finding of unsatisfactory performance.

67.28 The Independent Reviewer will provide their report within ten (10) business days of receiving the University's submissions and following any further material provided under *sub-clauses 67.24 and 67.26*. The Director, People and Culture will not unreasonably refuse a request from the Independent Reviewer for an extension of time of the ten (10) business days.

67.29 The Vice-Chancellor, having considered the report, may confirm the original decision or may reconsider and determine what, if any, different disciplinary action should be taken.

67.30 The Vice-Chancellor will advise the staff member of the outcome of their further consideration in writing. Where the original decision was to terminate the staff member's employment and this is confirmed, the notice period (if any), or payment in lieu, will then apply from the written notification in this sub-clause.

Notice Periods

67.31 Where, in accordance with *sub-clause 67.16 or sub-clause 67.30* the Vice-Chancellor has decided to terminate the employment of a staff member, notice or payment in lieu will be as provided in *sub-clauses 67.32 to 67.34* or as provided in the contract of employment, whichever is the greater.

67.32 The staff member will receive the following minimum period of notice of their last day of duty as follows:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

67.33 In addition to this period of notice, staff members who are over 45 years of age at the time of the giving of notice and who have at least two (2) years continuous service with the University will receive an additional one (1) week of notice.

67.34 Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the staff member is only required to work part of the notice period, the University will pay out the remainder of the notice period.

68 DISCIPLINARY ACTION FOR MISCONDUCT/SERIOUS MISCONDUCT

68.1 This clause applies to all staff except casuals. For the purposes of this clause "Representative" means any person or organisation chosen by a staff member or the University to represent them, except a solicitor or barrister in private practice.

68.2 Disciplinary action will be initiated as a last resort. A supervisor should seek to resolve instances of misconduct through guidance, counselling or informal warning before a report alleging misconduct or serious misconduct is submitted to the Vice-Chancellor.

68.3 The University will follow the procedures of this clause before taking disciplinary action against an employee for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under *Clause 67* the procedures of this clause are not required, but the procedures of *Clause 67* including notice periods and review procedures, must be followed.

68.4 This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an employee or former employee when required in the public interest, e.g. inquiring into the truth of research results.

68.5 The action of the Vice-Chancellor under this clause shall be final. However, this clause does not exclude the jurisdiction of any external tribunal that is competent to deal with the matter.

68.6 The Vice-Chancellor will consider any allegation of misconduct and/or serious misconduct. If the Vice-Chancellor believes the allegation(s) warrants further investigation the Vice-Chancellor will:

68.6.1 notify the employee in writing and in sufficient detail to enable the employee to understand the precise nature of the allegation(s), and to properly consider and respond to it; and

- 68.6.2 require the employee to submit a written response within ten (10) working days.
- 68.7 If the employee denies in part or in full the allegation(s), or fails to submit a written response to any allegation, the Vice-Chancellor shall:
- 68.7.1 refer the matter to a Misconduct Inquiry; or
- 68.7.2 counsel and/or censure the employee for unsatisfactory behaviour and take no further action; or
- 68.7.3 take no further action.
- 68.8 Where the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct, the Vice-Chancellor shall immediately inform the employee in writing and may, by agreement with the employee, publish the advice in an appropriate manner.
- 68.9 If the employee admits in full the allegation(s), and, after considering any information put forward in mitigation, the Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, then the Vice-Chancellor shall advise the employee in writing of the Vice-Chancellor's decision and the operative date of any disciplinary action.

Misconduct Inquiry

- 68.10 Where a matter is referred to a Misconduct Inquiry, the Vice-Chancellor shall will engage an Independent Reviewer within five (5) business days of the referral to undertake that inquiry. The Independent Reviewer will be agreed between the University and the relevant Union. The Independent Reviewer will not be an employee of the University.
- 68.11 Where agreement cannot be reached on an agreed Independent Reviewer, either the University or the relevant Union may seek the assistance of the FWC in resolving the issue.
- 68.12 The University will provide to the Independent Reviewer (copied to the staff member) the allegations and documentation outlined in *sub-clause 68.6.1* and the employee's response to the allegations.

Terms of reference and procedures of the Independent Reviewer

- 68.13 The terms of reference of the Independent Reviewer are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- 68.14 The Independent Reviewer shall inquire into the alleged misconduct/serious misconduct and shall:
- 68.14.1 conduct the inquiry in camera, unless the employee and the Vice-Chancellor agree otherwise;
- 68.14.2 allow the employee and the Vice-Chancellor to be assisted or represented by an agent of their choice who is an employee of the University but who is not a practising solicitor or barrister, or by an officer or employee of the union (in the case of the employee) or of AHEIA (in the case of the University);
- 68.14.3 provide an opportunity for the employee to be interviewed by it and ensure that the employee has adequate opportunity to answer allegations of misconduct or serious misconduct and to put the employee's case. The Independent Reviewer may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
- 68.14.4 where considered necessary, interview any person it thinks fit to establish the merits or facts of the particular case;
- 68.14.5 conduct all interviews in the presence of the staff member (or the staff member's representative) and the Vice-Chancellor (or the Vice-Chancellor's representative), unless the Independent Reviewer concludes there are good grounds not to do so, in which case they will ensure procedural fairness to both the University and the employee in respect of any interview material the Independent Reviewer will rely upon;
- 68.14.6 ensure that the employee (or the employee's representative) and the Vice-Chancellor (or the Vice-Chancellor's representative) have the opportunity to ask questions of interviewees (unless the Independent Reviewer, considers there are good grounds not to do so), make submissions and present and challenge evidence;
- 68.14.7 conduct proceedings as expeditiously as possible consistent with the need for fairness; and
- 68.14.8 take into account other material it believes appropriate to the case.
- 68.15 The Independent Reviewer shall provide a report of its findings to the Vice-Chancellor and the employee as soon as possible and within 30 working days of the referral to the Independent Reviewer.

68.16 Having considered the Independent Reviewer's findings in relation to the alleged misconduct or serious misconduct, the Vice-Chancellor may take disciplinary action or, if the Vice-Chancellor is of the view that there has been no misconduct or serious misconduct the Vice-Chancellor shall immediately inform the staff member in writing. The Vice-Chancellor may, by agreement with the staff member, publish the advice in an appropriate manner.

Suspension from the Workplace

68.17 The Vice-Chancellor may summarily suspend, for a defined period of time, an employee with pay, or without pay if the Vice-Chancellor is of the view that the alleged conduct amounts to serious misconduct such that it would be unreasonable to continue employment. Prior to suspension, the employee should have the opportunity to respond to any allegations in the presence of the Vice-Chancellor.

68.18 Written notification of the suspension, including the grounds for suspension, will be provided to the employee at the time of the suspension.

68.19 Any such suspension will be subject to the following conditions:

68.19.1 where suspension without pay occurs at a time when the employee is on paid leave of absence the employee will continue to receive a salary for the period of leave of absence;

68.19.2 the employee may engage in paid employment or draw on any annual leave or long service leave credits for the duration of the suspension without pay;

68.19.3 the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship; and

68.19.4 where a suspension without pay has been imposed and the matter is subsequently referred to a *Misconduct Inquiry*, the Independent Reviewer shall consider whether suspension without pay should continue. The Independent Reviewer may make a recommendation to the Vice-Chancellor.

68.20 During any period of suspension the employee may be excluded from the University, however, they will be permitted reasonable access to the University for the preparation of their case and to collect personal property.

68.21 Where an employee has been suspended without pay pending the decision of the Vice-Chancellor, then any pay withheld will be reimbursed if it is determined that there was no misconduct or serious misconduct.

Notice Periods

68.22 Where, in accordance with *sub-clause 68.9* or *sub-clause 68.16* the Vice-Chancellor has decided to terminate the employment of an employee, notice or payment in lieu will be as provided in *sub-clauses 68.24 to 68.24* or as provided in the contract of employment, whichever is the greater.

68.23 The employee will receive the following minimum period of notice of their last day of duty as follows:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

68.24 In addition to this period of notice, employees who are over 45 years of age at the time of the giving of notice and who have at least two (2) years continuous service with the University will receive an additional one (1) week of notice.

68.25 Payment instead of notice will be made if the University does not require the person to work out the notice period. Where the employee is only required to work part of the notice period, the University will pay out the remainder of the notice period.

68.26 Having first followed the procedure *in Clause 68* nothing in this Agreement prevents the Vice-Chancellor from terminating the employment of an employee for serious misconduct without further notice or payment in lieu.

69 REDUNDANCY (ACADEMIC AND GENERAL STAFF EMPLOYEES)

69.1 These provisions only apply to employees holding continuing appointments and do not apply to fixed-term, probational or casual/sessional staff employees. The University is committed to job security. Wherever possible redundancies are to be avoided and compulsory retrenchment used as a last resort. The provisions of *Clause 69* apply to all forms of redundancy including voluntary redundancy.

- 69.2 Where the University has determined that it has employees in excess of its requirements in a particular work area and has decided to terminate the employment of one or more employees for reasons of an economic, technological, structural or similar nature, including but not limited to:
- 69.2.1 a decrease in student demand or enrolments in any course, unit or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 69.2.2 a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 69.2.3 financial exigency with an organisational unit or cost centre;
 - 69.2.4 changes in technology or work methods; or
 - 69.2.5 a decision to reduce or cease providing or to vary a service, function or activity conducted on one or more campuses;
- the University shall inform the employee(s) and if the employee(s) chooses, their representative(s).

Notification

- 69.3 As soon as practicable after making the decision to terminate employment the University shall notify the affected employee(s) and will give the affected employee(s) and, where they choose, their representative(s), an opportunity to consult with the University on measures to avert or minimise the termination(s) and measures to mitigate the adverse effects of termination. Measures may include redeployment, secondment or an offer of a voluntary separation package. Consultation will occur during an eight (8) week transition period which commences on the date the affected employee(s) is informed of the University's decision.

69.4 TRANSITION PERIOD AND REDEPLOYMENT

- 69.4.1 The transition period will be particularly devoted to redeployment. The University is committed to redeploying employees who are surplus to the University's requirements whenever this is reasonably practical, and the employee concerned elects to be considered for redeployment.
- 69.4.2 Should the employee seek redeployment, the University shall endeavour to find a suitable vacant position preferably at the same classification level as currently held by the employee.
- 69.4.3 Should the employee accept redeployment to another position, the employee will not be regarded as redundant and all termination processes will cease.
- 69.4.4 An employee redeployed to a position at a salary lower than the employee's current salary level will receive salary maintenance, if aged 45 years or more, at his or her previous rate of pay for a period of 12 months from the date of redeployment. If the employee is aged 44 years or less, the employee's salary will be maintained for a period of six (6) months from the date of the employee's transfer to the lower classified position. Following this period, the employee will be paid at a rate of pay applicable to the position into which the employee has been redeployed.
- 69.4.5 Where the employee, having elected redeployment, unreasonably rejects an offer of redeployment to a suitable vacant position, the Vice-Chancellor may terminate his or her employment with compensation in lieu of notice as provided in section 117 of the Fair Work Act. Rejecting an offer of a position at a lower classification level will not be an unreasonable rejection.

Election to Depart

- 69.4.6 Throughout the eight (8) week transition period, the employee may elect to cease employment immediately and be paid a lump sum notice and severance payment as set out in *sub-clause 69.4.8* below and an employee may add to this payment by forgoing the transition employment period of eight (8) weeks and converting it, or part of it, to a payment in lieu of the balance of the transition period.
- 69.4.7 *Review*
 - (i) During the eight (8) week transition period an affected employee may apply in writing to the Vice-Chancellor for a review of the decision to declare the employee surplus to requirements.
 - (ii) The review will be conducted by a Review Committee pursuant to *Clause 73*.
 - (iii) The Review Committee will meet within 15 working days. The term of reference of the Review Committee is to consider and report whether the employee's position is reasonably surplus to requirements, having regard to the circumstances in which the University's decision was made.

- (iv) The Review Committee will report its findings to the Vice-Chancellor who will take into account the report in making a final determination that the employee is either surplus to requirements or not surplus to requirements.
- (v) The Vice-Chancellor's decision is final.

69.4.8 Termination

- (i) If, at the end of the eight (8) week transition period, the University has been unable to redeploy the affected employee or avoid termination and the employee has not elected voluntary redundancy the employee will be informed that the employee will be retrenched and the following provisions apply:
 - (a) for academic staff:
 - A. a further 20 weeks' notice (or payment in lieu of part or all thereof); and
 - B. three (3) weeks' pay for each completed year for the first 10 years of employment, and a further two (2) weeks' pay for each completed year of service thereafter, with a total maximum payment pursuant to *sub-clauses 69.4.8(a)(A) and (B)* of 74 weeks salary;
 - (b) for general staff:
 - A. retrenchment payments of four (4) weeks of pay for each completed year of service (pro rata for partially completed years) for the first 10 years of employment with the University or its predecessors, and a further two (2) weeks' pay for each completed year of service thereafter;
 - B. provided that the total lump sum retrenchment payment will be restricted to a maximum payment of 52 weeks pay and shall be no less than 12 weeks.
- (ii) In addition to the lump sum payment described above, a retrenched academic staff member or general staff member shall be paid *pro rata* long-service leave calculated on completed years of service.

69.4.9 Further Assistance

During the eight (8) week transition period, the employee will be eligible for:

- (i) outplacement and retraining support to a maximum value of \$1,000;
- (ii) time-off without loss of pay to attend job interviews or other job search activities, subject to provision by the employee of documentary evidence of the activity. Where expenses to attend such interviews are not met by the prospective employer, the employee shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Vice-Chancellor or nominee; and
- (iii) a letter signed by the Vice-Chancellor certifying that the employee is the occupant of a position deemed to be surplus to the requirements of the University.

69.4.10 Relocation Expenses

The University and an affected employee may agree on reasonable relocation expenses if, as a consequence of being redeployed to a position in the University, it is not reasonably practicable for the employee to remain in their current residence.

70 JOB SECURITY, CONSULTATION, MANAGING CHANGE AND OUTSOURCING

70.1 The University aims to provide a secure and supportive working environment for all employees. Some changes to organisation structures, technology or the organisation of work may have an impact on the number of positions required by the University. In such cases the University will manage the process in order to mitigate any adverse effects on staff and take all reasonable steps to achieve reductions through natural attrition, voluntary measures and redeployment prior to any compulsory retrenchments. Wherever possible redundancies are to be avoided and compulsory retrenchment used as a last resort.

Management of major workplace change is enhanced by genuine consultation between the University, the Unions and staff members affected by the change prior to final decisions and implementation.

70.2 The employee(s) may have a representative(s) (which may include the Union(s)) for the purpose of consultation under *Clause 70*.

- 70.3 The parties to the Agreement acknowledge that sound management of workplace change requires consultation with, and involvement of the people who will be directly affected by that change. Such involvement may include but is not limited to:
- 70.3.1 meetings with staff and Unions to explain the change proposal;
 - 70.3.2 opportunities for staff and Unions to consider the change proposal and provide feedback, including any impact in relation to employees' family or caring responsibilities, through further meetings or utilisation of the intranet; and
 - 70.3.3 active involvement in the change process including employees having the right to be represented by, their Union;
- 70.4 Major workplace change means major changes in organisation, structures or technology that are likely to have significant effects on employees.
- 70.5 Significant effects include but is not limited to:
- 70.5.1 significant changes to work practices;
 - 70.5.2 introduction of significant technological change;
 - 70.5.3 change in skills requirements resulting in significant retraining needs or affecting security of employment;
 - 70.5.4 transfer, relocation or redeployment of employees to other Institutes/Sections/Campuses (but not between Ballarat Campuses);
 - 70.5.5 termination of employment as a result of change;
 - 70.5.6 significant change in the composition, operation or size of the workforce;
 - 70.5.7 outsourcing of functions currently performed by University employees;
 - 70.5.8 organisational changes which impact on job opportunities, job security, promotion opportunities, or career development
 - 70.5.9 changes to the teaching year or significant changes to the academic calendar; and
 - 70.5.10 significant alteration of hours of operation, or hours of work.
- 70.6 For the avoidance of doubt, major workplace change does not include the change of reporting lines, unless the change results in significant effects on employees within the meaning of *sub-clause 70.5*.
- 70.7 Where the University has developed a formal proposal to introduce major workplace change, the University will consult affected employees and the unions as soon as practicable prior to finalising a decision to proceed with the major workplace change. This will include consultation with a view to reaching agreement with the Unions about implementation of that change, recognising that there is no power of veto.
- 70.8 The affected employees and the relevant unions will be provided with relevant material and documentation in a form that clearly identifies the purpose and substance of the proposed change. Consultation will provide sufficient opportunity for the parties to discuss, consider and respond to the proposed major workplace change and will include details of:
- 70.8.1 the extent and nature of the change proposal;
 - 70.8.2 reasons for making the change including why the change is proposed and any intended benefits of proposed change;
 - 70.8.3 the aim of the proposed change and where relevant, clearly articulated goals with specific measurable outcomes;
 - 70.8.4 likely timeframe for proposed change and proposed implementation plan;
 - 70.8.5 details of the likely impacts upon employees, including any significant workload implications;
 - 70.8.6 the likely number, if any, of redundancies or relocations;
 - 70.8.7 where appropriate and practicable, organisational charts outlining the current structure and proposed structure;
 - 70.8.8 whether the change proposal may have a disproportionate effect on a particular EEO group;
 - 70.8.9 an assessment of the psychosocial health and safety impact of proposed changes on staff, proposed mitigation strategies and information on the support available to staff;
 - 70.8.10 all relevant financial information associated with the proposed change, (noting the University is not required to disclose confidential or commercially sensitive information to the employees or union) including anticipated financial impacts; and
 - 70.8.11 a proposed approach for review of the implemented change.

70.9 The consultation process in respect to proposals for major workplace change will be as follows:

- 70.9.1 Unless otherwise agreed, the initial stage of consultation will involve the University meeting with affected employee(s) and the Union(s) to:
- (i) announce the proposed change;
 - (ii) to distribute written material addressing the issues contained at *sub-clause 70.8*; and
 - (iii) respond to any questions or queries raised by the employees or the Unions.
- 70.9.2 Ten (10) days after the distribution of the written material, the University will conduct a meeting with affected employee(s) and the Union(s) to further explain the change proposal to ensure it is sufficiently understood. Should additional information be requested by the affected employee(s) or the Union(s), this will be provided by the University in writing in a revised consultation document within seven (7) working days.
- 70.9.3 A period of two (2) weeks will apply to allow the affected employee(s) and the Union(s) to consider the change proposal and to provide feedback and/or alternatives to the proposal. This time period may be extended by agreement to provide a reasonable opportunity to consult depending on the nature and complexity of the proposed change.
- 70.9.4 Any requests for an extension of time by the University, employees, or the Union(s) beyond the timelines set out in this clause, will not be unreasonably refused.
- 70.9.5 If any formal feedback is provided by employees or the unions suggesting options to mitigate adverse effects on employees or suggesting alternative proposals to that originally proposed by the University, the University will take a further period of up to two (2) weeks to consider the alternative proposal before finalising its position.
- 70.9.6 The University will respond in writing to any feedback provided by affected employees or the unions, including any alternative proposals or suggestions put by employees or the Unions. The response is to include reasons why any alternative proposals or suggestions submitted by employees, or the unions have been accepted or rejected.
- 70.9.7 The parties will give prompt and genuine consideration to all feedback provided and will respond in a timely manner to matters raised during the consultation.
- 70.9.8 The final decision must include an implementation plan and details of a proposed approach for post implementation review. Implementation of any changes under this clause will be undertaken as expeditiously as reasonably possible.
- 70.10 Employees directly affected by the change proposal referred to in *sub-clause 70.7* may, in their feedback, nominate for redeployment, as outlined in *Clause 69 – Redeployment* within the University, for retraining, options for taking leave, early retirement, conversion to fixed-term pre-retirement contract and/or voluntary conversion to part-time, or other arrangements, to minimise potential retrenchments. The University will make all reasonable endeavours to redeploy employees who nominate for redeployment and give reasonable consideration to any nominations from the employees in relation to other measures before any cessation of employment through involuntary redundancy.
- 70.11 Where the University proceeds to implement change, the University will evaluate the implemented change against the goals identified in the proposal 12 months after communicating the final decisions regarding the change, or earlier if agreed with staff and the Unions, and release details of findings of the evaluation to staff and the Unions. This will include updates where outcomes are not yet final.

70.12. Indicative timeline - Consultation process – major workplace change

Steps	Timeline
University to meet with affected employee(s) and the Union(s) to announce proposed change, distribute written material regarding the proposed change and answering any questions/queries raised.	Day 1
University conducts further meetings with affected employees and the Unions to explain the change proposal.	Day 11
University to provide additional information if it is required by the affected employees or the unions.	Day 18 (if additional information required).

70.12. Indicative timeline - Consultation process – major workplace change cont.

Steps	Timeline
Affected employees and Unions to consider change proposal and provide feedback and/or alternatives to proposal.	Day 32 (or Day 25 if no additional material requested).
University to provide written response to any feedback from employees or the Unions. Additional time for response if feedback suggests options to mitigate adverse effects or alternative proposals	Up to Day 46 (Day 37 if no suggested options to mitigate or alternate proposals).
Implementation of any changes arising from final decisions	

Policy

70.13 The University will consult with employees and relevant unions when it proposes to introduce or amend a policy that will have an impact on terms and conditions of employment of staff where such policy is not described in detail in this Agreement.

Changes to regular rosters and ordinary hours of work

70.14 Where the University proposes to make changes to the employees' regular roster or Ordinary Hours of Work, the University will consult with affected employees prior to finalising a decision to proceed with the change.

70.15 The University will:

- 70.15.1 provide information to affected employees about the change;
- 70.15.2 advise affected employees of their right to be assisted by a representative, including their union, in the consultation;
- 70.15.3 invite affected staff employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- 70.15.4 give genuine consideration to those views about the impact of the change.

70.16 This clause does not apply to changes to regular rosters or Ordinary Hours of Work or Out of Hours Work when those changes are part of an agreement with an employee in accordance with *Clause 29 – Workplace Flexibility*, or which are part of the process of allocation of academic workload in accordance with *Clause 35 – Managing Workloads – Academic Employees*.

70.17 CONTRACTING OUT

- 70.17.1 The parties acknowledge the University's right to use external contractors particularly when conditions stipulated in *sub-clause 70.17.2* are applicable. As a general rule however, the University prefers direct employment as the vehicle for the performance of University work.
- 70.17.2 The University may use contractors in situations where:
 - (i) there is a need for specialised equipment on specialised services; or
 - (ii) the required skills or knowhow do not exist, or are not readily available, within the University's staff; or
 - (iii) there is a requirement to meet peak demands, that normally would not exceed six (6) weeks.

70.18 OUTSOURCING

- 70.18.1 The University confirms its commitment to direct employees being the preferred source of labour to undertake work
- 70.18.2 Where the University has made a decision to test the market for the provision of services, other than those services specific in *sub-clause 70.17.2*, up to two (2) staff members nominated by the appropriate union(s) will be invited to participate in the development of the request for proposal(s), criteria for assessment, and the evaluation of any subsequent responses.

- 70.18.2 If the University has developed a proposal for the outsourcing of any work function to external contractors during the life of this Agreement, the University undertakes to consult the affected staff and the relevant union(s) through the *Job Security, Consultation, Managing Change and Outsourcing* provision of this Agreement before any final decision is made. If the University develops a proposal for outsourcing and following consultation pursuant to clause 0
- 70.18.3 If a decision is made to proceed with that proposal (Outsourcing Decision), the University commits to only engaging contractors who apply and maintain employment terms and conditions no less favourable than those terms and conditions currently offered by the University to those directly affected current University staff that the contractor seeks to employ. The redeployment and redundancy provisions of this Agreement will apply to those directly affected staff not employed (including staff who reject an offer of such employment) by a contractor as the result of an Outsourcing Decision.

71 RESOLVING WORKPLACE DISPUTES ARISING FROM THIS AGREEMENT

- 71.1 This dispute resolution process applies to disputes over the application of the Agreement, or in relation to the National Employment Standards (NES), or a dispute about whether the University had reasonable grounds under *subsection 65(5) or 76(4)* of the Fair Work Act.
- 71.2 A dispute may be between an employee and the University or between a union and the University, and these procedures may be instigated by the University, a union or an employee. It is agreed that the University, the Unions and all employees have an interest in the proper and timely resolution of disputes.
- 71.3 Where a dispute arises, in the first instance the parties to the dispute will attempt to resolve it directly with the employee's supervisor, if appropriate. Alternatively, initial resolution of the dispute should be attempted with the appropriate University line manager.
- 71.4 If a dispute remains unresolved for more than three (3) working days after an attempt to resolve the matter at *sub-clause 71.3* has been made, the dispute may be referred to the Director, Human Resources in writing in a further attempt to resolve the dispute.
- 71.5 The parties to the dispute must co-operate to ensure that the resolution procedures are carried out as quickly as is reasonably possible and will endeavour to resolve the matter within ten (10) working days. Any resolution will be agreed in writing between the parties to the dispute.
- 71.6 Throughout this process any party may choose to be assisted or represented by a representative of their choice, which may include a union.
- 71.7 While the parties to the dispute attempt to resolve the dispute in accordance with this clause:
- 71.7.1 work shall continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the dispute, other than with respect to bona fide health and safety issues;
 - 71.7.2 no industrial action shall be taken by any party to the dispute; and
 - 71.7.3 the parties to the dispute shall not change the work, staffing or the organisation of work, if such is the subject of the dispute, or take other action likely to exacerbate the dispute.
- 71.8 Should the dispute not be resolved by the foregoing processes, the matter may be referred by a party to the dispute, to the Fair Work Commission (FWC) for conciliation and if the matter cannot be resolved by conciliation, for arbitration. Alternatively, if the parties to the dispute all agree, the dispute may be referred to a person or body other than the FWC.
- 71.9 If within 20 working days of a party notifying in writing that the procedures in *sub-clause 71.5* above have been exhausted no action is taken by either party to:
- 71.9.1 refer the dispute to the FWC; or
 - 71.9.2 notify the other party in writing that the dispute has not been resolved (and the dispute is then referred to the FWC within a further 20 days),
- the dispute will be deemed to be automatically concluded unless the parties otherwise agree.
- 71.10 Where a dispute is raised after a review or appeal process has been undertaken in accordance with another clause of this Agreement, the dispute may be referred directly to the FWC for resolution by any party.
- 71.11 A dispute formally notified under the *Federation University Australia Union Collective Agreement 2019-2021* but not concluded at the time at which this Agreement comes into effect shall continue to be dealt with in accordance with *Clause 71 of the Federation University Australia Union Collective Agreement 2019-2021*, which, for the purposes of this sub-clause, is a provision of this Agreement.

72 TERMINATION OF EMPLOYMENT

- 72.1 All decisions to discipline or terminate the employment of an employee must be in accordance with this Agreement.
- 72.2 Nothing in this Agreement shall be construed as excluding the jurisdiction of any external court or tribunal which is competent to deal with the matter under State or Commonwealth Law.

73 REVIEW COMMITTEE

- 73.1 Where *Clause 69* of this Agreement relating to redundancy provides a right of review, the following procedure applies. For the purposes of this clause “Representative” means any person or organisation chosen by a staff member or the University to represent them, except a solicitor or barrister in private practice
- 73.2 The application for review shall be made in writing to the Vice-Chancellor within ten (10) working days of the employee being notified of the decision and shall set out the grounds for review.
- 73.3 The review shall be heard by a Review Committee comprising:
- 73.3.1 an independent Chair agreed between the Vice-Chancellor and the relevant union;
 - 73.3.2 a person from within the University chosen by the union; and
 - 73.3.3 a person from within the University chosen by the Vice-Chancellor.
- 73.4 The Review Committee must:
- 73.4.1 act quickly, fairly, impartially, and confidentially;
 - 73.4.2 only consider the case brought before it in the light of the grounds for review specified in the relevant clauses of this Agreement;
 - 73.4.3 provide a reasonable opportunity for the University and employee and, where they have chosen, their representatives;
 - (i) to make representations and answer any matters in person or in writing;
 - (ii) to question any witnesses; and,
 - (iii) to present and challenge evidence;
 - 73.4.4 consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit; and
 - 73.4.5 permit the University and employee and, where they have chosen, their representatives to be present at all hearings where evidence is taken or submissions are being made.
- 73.5 The Chair will provide a report containing recommendations and reasons for those recommendations to the Vice-Chancellor and the staff member.
- 73.6 Both the employee and the University, if they choose, may have a representative at any stage of the Review Committee process.

74 ROLE OF WORKPLACE REPRESENTATIVES

- 74.1 The University will provide sufficient paid time release for union nominees on committees, working parties or review panels, whether established under any enterprise agreement, University policy or on an ad hoc basis, to attend, and where appropriate, consult in relation to meetings.
- 74.2 The University recognises that identified union delegates and branch committee members carrying out representative functions of the union, and/or seeking or assisting in compliance matters associated with the terms of this Agreement, may perform such activities during ordinary hours of work without loss of pay and for academic staff, appropriate time release.
- 74.3 Reasonable paid time release will be permitted to union members to attend hearings, conferences or meetings of the Fair Work Commission if those matters directly relate to the individual employee or where they are required to provide advice or act as a witness.
- 74.4 No staff member will be disadvantaged as a result of Union activities conducted in accordance with responsibilities incurred as a result of bargaining for, or implementation of, the Agreement or other activities the staff member engages in on behalf of the Union.

75. LEAVE FOR INDUSTRIAL RELATIONS/DISPUTE RESOLUTION TRAINING PURPOSES

- 75.1 Subject to the operational needs of the University, employees acting as office bearers of a relevant union may nominate up to five days per annum of paid leave to attend to union state or national council meetings.
- 75.2 Subject to the operational needs of the University, employees may apply for up to five (5) days paid leave to attend trade union or FWC courses or seminars which contribute to a better understanding of dispute resolution provisions of this Agreement, or to other matters directly applicable to provisions of this Agreement.
- 75.3 Such leave of absence under this clause shall be with full pay, exclusive of shift, overtime, and penalty payments, and unless exceptional circumstances are demonstrated, be limited to only two employees from any Institute or Portfolio attending such training at any one time.

76. OFFICE FACILITIES

The University will provide access to one secure office each at the Mount Helen and Gippsland campuses, and access to a private meeting space at all other campus locations connected to power and telephone facilities, for use by union branch officers for the purpose of carrying out legitimate business of the union in relation to the matters included in this Agreement.

77. UNION PAYROLL DEDUCTIONS

As a service to its employees, the University shall provide for the deduction of union dues from salaries, at a rate or amount advised from time to time as payable under the union's rules, where this has been authorised by the employee, either before or after the commencement of this Agreement. There shall be no charge to the employee or the relevant union for this service. The employee or the union shall be entitled to cancel the arrangement by advice in writing.

78. INDUCTIONS AND INFORMATION AND UNION COMMUNICATION

The University will include in its online induction system for all new staff relevant union material and web links and will consult with the union/s in relation to any changes to the online induction system, including where the changes would involve removing or reducing that material, or changes to the mode of induction.

79. PROVISION OF STAFF LISTS

The University will provide a staff list of all employees (including casual staff) to the Unions each April (but excluding any staff member that has opted out of the provision of this information to unions). Publicly available information relating to the staff member's name, classification (whether Academic, General or casual Staff), Institute/Portfolio, and Campus will be provided. Any other details of employees will not be provided to the Unions unless the employees have provided prior consent to the disclosure of this information.

PART 10: MISCELLANEOUS

80. UNIFORMS AND PROTECTIVE CLOTHING

- 80.1 Provision of uniforms for Trades, Cleaning and Catering employees including casual employees who have been continuously employed for three (3) months or more will be undertaken on the following basis:
- 80.1.1 Up to \$300 plus GST will be allocated on commencement, or in the case of employees with over 12 months service, each January, to each relevant employee to purchase overalls/slacks/trousers, shorts, vests, jumpers and shirts from the authorised University supplier. The \$300 will be adjusted by the CPI figure on 1 January over each year of this Agreement.
- 80.1.2 New employees will be provided with (hi-vis): 1 jacket, 1 pair of pants and 1 shirt on commencement to ensure compliance with statutory occupational health and safety requirements.
- 80.1.3 The University will supply to each relevant employee (including full-time and parttime catering employees (not casuals) safety boots/shoes, a jacket (when required to work outdoors), gloves and hats. Jackets will only be replaced once they are worn out. Safety boots/shoes to be purchased at a value of up to \$230 will be replaced at intervals of 12 months from issue, or earlier if damaged or worn out.
- 80.2 Employees (full-time and part-time) engaged in childcare centres will be issued with three shirts and two jumpers on commencement of employment which will be replaced annually, or earlier if damaged or worn out. Casuals will have the same entitlement once they have been regularly employed for three months or more.

- 80.3 Protective clothing and equipment (SAA approved), in addition to any uniforms issued, will be provided to employees as and when required to satisfy the University's statutory occupational health and safety obligations. This may include safety helmets, safety glasses, hearing protection, rubber boots, gloves, aprons, dust and laboratory coats.
- 80.4 All items of uniforms and/or protective clothing issued to employees by the University shall remain the property of the University during the employee's employment with the University and are required to be returned to the University by the employee upon the termination of his/her employment, except where such requirement is waived by the employee's supervisor.

81 TOOLS, MATERIALS AND LICENCES (TRADES AND SERVICES EMPLOYEES ONLY)

- 81.1 The University shall supply and replace all tools and materials necessary for the work required to be performed by employees. The supply and replacement of such tools will be at the discretion of the relevant supervisor.
- 81.2 Where it is necessary for an employee in accordance with the employee's position description to perform specific tasks that require a formal qualification/license, e.g. skid-steer, front-end loader, traffic management, forklift, working at heights, bus license, the University will pay for fees involved in obtaining the necessary qualification.

82 IMPLEMENTATION AND MONITORING COMMITTEE

- 82.1 A Collective Agreement Implementation and Monitoring Committee (CAIMC) shall be established and comprise three (3) nominees of the University, two (2) nominees of the NTEU and one (1) nominee of the AWU. The parties may nominate members from time to time at their discretion, and members of the CAIMC may proxy to other members of the CAIMC.
- 82.2 The chair shall be chosen by consensus by the CAIMC and shall alternate between a management and a union nominee on a six (6) monthly basis.
- 82.3 A staff member from each of NTEU, United Workers Union, AWU and the Australian Higher Education Industrial Association may attend meetings as observers with speaking rights.
- 82.4 Any member of the CAIMC may seek, and shall be provided with, relevant information to assist the work of the Committee.
- 82.5 Members of CAIMC shall be provided with sufficient time release from other duties to enable them to prepare for and participate in meetings of the Committee, and to conduct related consultations and investigations.
- 82.6 The CAIMC will:
- 82.6.1 ensure the implementation of this Agreement;
 - 82.6.2 ensure compliance with the terms of this Agreement by all parties;
 - 82.6.3 convene at intervals of three months or within ten working days of a request by any member of the CAIMC;
 - 82.6.4 evaluate implementation of this Agreement.

83 STAFF FACILITIES

Lunch and Shower Facilities

- 83.1 The University will provide reasonable access to staff lunch room facilities for all staff and an area for staff to take breaks.
- 83.2 In addition, trades and services staff will be provided with air-conditioned lunch rooms, toilets, showers and change room facilities at each campus, and supplied with hot and cold water.

SCHEDULE 1 - ACADEMIC ANNUAL SALARY RATES

Academic Classification	Increment Level	Annual salary as of 1/12/2021	Effective FFPOA 1/06/2023 4%	Effective FFPOA 1/06/2024 3%	Effective FFPOA 1/06/2025 3.5%	Effective FFPOA 30/04/2026 4%
LEVEL A	1	\$71,292.00	\$74,144	\$76,368	\$79,041	\$82,203
	2	\$75,269.00	\$78,280	\$80,628	\$83,450	\$86,788
	3	\$79,233.00	\$82,402	\$84,874	\$87,845	\$91,359
	4	\$83,203.00	\$86,531	\$89,127	\$92,247	\$95,936
	5	\$86,426.00	\$89,883	\$92,580	\$95,820	\$99,653
	6	\$89,651.00	\$93,237	\$96,034	\$99,395	\$103,371
	7	\$92,882.00	\$96,597	\$99,495	\$102,978	\$107,097
	8	\$96,099.00	\$99,943	\$102,941	\$106,544	\$110,806
LEVEL B	1	\$101,061.00	\$105,103	\$108,257	\$112,046	\$116,527
	2	\$104,783.00	\$108,974	\$112,244	\$116,172	\$120,819
	3	\$108,504.00	\$112,844	\$116,229	\$120,298	\$125,109
	4	\$112,226.00	\$116,715	\$120,216	\$124,424	\$129,401
	5	\$115,948.00	\$120,586	\$124,203	\$128,551	\$133,693
	6	\$119,667.00	\$124,454	\$128,187	\$132,674	\$137,981
LEVEL C	1	\$123,384.00	\$128,319	\$132,169	\$136,795	\$142,267
	2	\$127,109.00	\$132,193	\$136,159	\$140,925	\$146,562
	3	\$130,826.00	\$136,059	\$140,141	\$145,046	\$150,848
	4	\$134,550.00	\$139,932	\$144,130	\$149,175	\$155,141
	5	\$138,265.00	\$143,796	\$148,109	\$153,293	\$159,425
	6	\$141,992.00	\$147,672	\$152,102	\$157,425	\$163,722
LEVEL D	1	\$148,195.00	\$154,123	\$158,746	\$164,303	\$170,875
	2	\$153,156.00	\$159,282	\$164,061	\$169,803	\$176,595
	3	\$158,113.00	\$164,438	\$169,371	\$175,299	\$182,311
	4	\$163,073.00	\$169,596	\$174,684	\$180,798	\$188,030
LEVEL E		\$190,365.00	\$197,980	\$203,919	\$211,056	\$219,498

* Any Level A academic required to carry out full subject co-ordination duties as part of his or her normal duties or whom upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than this salary point.

** In the Schedules, FFPOA means the first full pay period on or after.

SCHEDULE 2 - ACADEMIC CASUAL RATES

1. ACADEMIC CASUAL RATES

Casual Hourly Rates of Pay	Lecturing/ Non- Lecturing	Effective 1/6/2023 4%	Effective 1/6/2024 3%	Effective 1/6/2025 3.50%	Effective 30/4/2026 4%
Basic Lecture (1 hour of delivery and 2 hours associated working time)	Lecturing	\$209.57	\$215.86	\$223.41	\$232.35
Developed Lecture (1 hour of delivery and 3 hours associated working time)	Lecturing	\$279.41	\$287.79	\$297.87	\$309.78
Specialised Lecture (1 hour of delivery and 4 hours associated working time)	Lecturing	\$349.27	\$359.75	\$372.34	\$387.23
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	Lecturing	\$139.71	\$143.90	\$148.94	\$154.90
Tutorial (1 hour of delivery and 2 hours associated working time) without doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$150.54	\$155.06	\$160.48	\$166.90
Repeat tutorial (1 hour of delivery and 1 hour associated working time) without doctoral qualifications or full subject coordination duties	Non-Lecturing	\$100.36	\$103.37	\$106.99	\$111.27
Tutorial (1 hour of delivery and 2 hours associated working time) with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$179.30	\$184.68	\$191.14	\$198.79
Repeat tutorial (1 hour of delivery and 1 hour associated working time) with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$119.53	\$123.12	\$127.42	\$132.52
Musical accompanying (1 hour of delivery and 1 hour preparation time) without doctoral qualifications or full subject coordination duties	Non-Lecturing	\$100.36	\$103.37	\$106.99	\$111.27
Musical accompanying (1 hour of delivery and 1 hour preparation time) with doctoral qualifications or full subject coordination duties	Non-Lecturing	\$119.53	\$123.12	\$127.42	\$132.52
Clinical Educator (Nurses) Little preparation required (1 hour of delivery and 0.5 hours associated working time) without doctoral qualifications or full subject coordination duties	Non-Lecturing	\$75.26	\$77.52	\$80.23	\$83.44
Clinical Educator (Nurses) Normal preparation time (1 hour of delivery and 1 hour associated working time) without doctoral qualifications or full subject coordination duties	Non-Lecturing	\$100.36	\$103.37	\$106.99	\$111.27
Clinical Educator (Nurses) Little preparation required (1 hour of delivery and 0.5 hours associated working time) with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$89.64	\$92.33	\$95.56	\$99.38
Clinical Educator (Nurses) Normal preparation time (1 hour of delivery and 1 hour associated working time) with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$119.53	\$123.12	\$127.42	\$132.52
Standard Marking without doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$50.18	\$51.69	\$53.49	\$55.63

Casual Hourly Rates of Pay cont.	Lecturing/ Non- Lecturing	Effective 1/6/2023 4%	Effective 1/6/2024 3%	Effective 1/6/2025 3.50%	Effective 30/4/2026 4%
Standard Marking with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$59.76	\$61.55	\$63.71	\$66.26
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B status	Non-Lecturing	\$69.85	\$71.95	\$74.46	\$77.44
Other required Academic activity without doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$50.18	\$51.69	\$53.49	\$55.63
Other required Academic activity with doctoral qualifications or full subject co-ordination duties	Non-Lecturing	\$59.76	\$61.55	\$63.71	\$65.62

2. **CASUAL / SESSIONAL EMPLOYMENT – ACADEMIC EMPLOYEES – HOURLY RATES**
 (Explanation and Definitions)

2.1 **Casual rates – Academic Employees**

The minimum salaries paid to academic employees employed on a casual basis will be at the rates provided in this schedule. These rates are derived from three base rates calculated using the following formulae:

2.1.1 **Lecturing and higher marking rate**

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale, step 2 (\$108,974) and calculated as follows:

$$\frac{\$ \text{Level B, step 2/52} + 25\%}{37.5} = \$69.90$$

2.1.2 **Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification.**

The base rate applicable where the duties include full subject coordination, or the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale (\$93,237) and calculated as follows:

$$\frac{\$ \text{Level A, step 6/52} + 25\%}{37.5} = \$59.77$$

2.1.3 **Rate applicable to all other duties**

The base rate applicable to all other duties including tutoring rates not covered by *sub-clause 2.1.2* is determined by reference to the second step of the full-time Level A scale (\$78,280) and calculated as follows:

$$\frac{\$ \text{Level A, step 2/52} + 25\%}{37.5} = \$50.18$$

2.1.4 **Original Material**

For the purpose of this Agreement, the term **original material** means material that has not already been introduced to students and no substantial overview of the material has been provided.

2.2 Lecturing

2.2.1 A casual academic required to deliver a lecture of a specified duration and relatedly provide direct associated non-contact duties in the nature of preparation, administration of relevant records of the student for whom the casual employee is responsible, and student consultation, will be paid at a rate for each hour of lecture delivered, according to the following table:

Type of lecture and associated working time assumed. <i>*Please refer to definitions in 2.2.3</i>	Minimum salary per hour of lecture delivered
Basic lecture (one (1) hour of delivery and two (2) hours of associated working time).	\$209.57
Developed lecture (one (1) hour of delivery and three (3) hours associated working time).	\$279.41
Specialised lecture (one (1) hour of delivery and four (4) hours associated working time).	\$349.27
Repeat lecture (one (1) hour of delivery and one (1) hour associated working time).	\$139.71

2.2.2 The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days and any student consultation reasonably contemporaneous with it.

2.2.3 For the purposes of this Agreement, the term **lecture** (however named) means delivery either in person, or otherwise, of original material to students with the primary purpose of describing and explaining unit content, ideas or skills. Consequently, lectures require adequate preparation time to ensure appropriate and current content across multiple delivery modes. Online delivery may require additional preparation time to adapt or record material.

- A **basic lecture** is a lecture with full resourcing and guidance from the unit coordinator.
- A **developed lecture** is any lecture which is not a basic lecture, a specialised lecture or a repeat lecture as defined, or where a lecture involves three (3) hours of associated working time per hour of delivery. The lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit as well as lecturing, or where a lecture or small group of lectures call for specialised expertise.
- A **specialised lecture** is a lecture given by a distinguished person, or a person with specialist experience or expertise, who delivers a single lecture or a small group of lectures, or where a lecture involves four hours of associated working time per hour of delivery.
- A **repeat lecture** is any second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven- (7) days.

2.3 Marking

Except in the case of actual marking undertaken during a lecture, tutorial or clinical session all marking completed by a sessional academic will be paid for at the prescribed marking rate.

2.4 Tutoring

2.4.1 A casual academic required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, administration of relevant records of the student for whom the casual employee is responsible, and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

Type of tutoring and associated working time assumed	Minimum salary per hour of tutorial delivered	Minimum salary per hour of tutorial delivered where 2.1.2 applies
Tutorial (one hour of delivery and two hours associated working time).	\$150.54	\$179.30
Repeat tutorial (one hour of delivery and one hour associated working time).	\$100.36	\$119.53

2.4.2 The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days and any student consultation reasonably contemporaneous with it.

2.4.3 For the purposes of this Agreement, the term **tutorial** (however named) means a supplementary form of education delivery applying, clarifying, elaborating, and/or exploring the content presented in lectures.

Note: A tutorial is conducted in a small group, as determined by the Unit Coordinator in consultation with the Unit Coordinator, to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the Unit Coordinator. Responsibility for the unit rests with the course coordinator.

2.5 Musical accompanying with special educational services

2.5.1 For musical accompanying, the casual academic will be paid for each hour of accompanying as well as for one (1) hour of preparation time for each hour of accompanying delivered:

Musical accompanying with special educational service and associated working time assumed	Minimum salary per hour of musical accompanying	Minimum salary per hour of musical accompanying where 2.1.2 applies
Musical accompanying (one hour of delivery and one hour preparation time).	\$100.36	\$119.53

2.5.2 For the purposes of this sub-clause, the term **musical accompanying** with special educational service means the provision of musical accompaniment to one or more students or employees in the course of teaching by another member of the academic employees 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.

2.6 Undergraduate clinical nurse education

2.6.1 A casual academic required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, administration of relevant records of the student for whom the casual employee is responsible, and student consultation according to the following table:

Type of undergraduate clinical nurse education and associated working time assumed	Minimum salary per hour of clinical nurse education delivered	Minimum salary per hour of clinical nurse education where 2.1.2 applies
Little preparation required (one hour of delivery and 0.5 hours associated working time).	\$75.26	\$89.64
Normal preparation time (one hour of delivery and one hour associated working time).	\$100.36	\$119.53

2.6.2 For the purpose of this sub-clause, the term **undergraduate clinical nurse education** means the conduct of undergraduate nurse education in a clinical setting.

2.7 Marking

2.7.1 All marking other than that referred to in 2.3 will be paid according to the following table, for all time worked:

Type of marking	Minimum salary per hour of marking	Minimum salary per hour of marking where 2.1.2 applies
Standard marking.	\$50.18	\$59.76
Marking as a supervising examiner or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status.	\$69.85	\$69.85

2.8 Other required academic activity

2.8.1 A casual academic required to perform any other required academic activity as defined in 2.8.2 will be paid at an hourly rate of \$50.18, or \$59.76 if they hold a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

2.8.2 For the purposes of 2.8.1, **other required academic activity** will include work that a person, acting as or on behalf of the University requires the casual academic to perform and that is performed in accordance with any such requirement, being work of the following nature:

- (a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) the conduct of clinical sessions other than clinical nurse education;
- (c) the conduct of performance and visual art studio sessions;
- (d) musical coaching, repititeurship and musical accompanying other than with special educational service;
- (e) development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- (f) consultation with students;
- (g) supervision;
- (h) attendance at departmental and/or faculty meetings as required; and
- (i) attendance at any of the activities set out in *Clauses 2.2, 2.4, 2.5 and 2.6* as directed.

The above list is not intended to be exhaustive but is provided by way of examples and guidance.

2.9 For the purpose of this Agreement **demonstration** (however named) involves the performance of such duties as the conduct of practical classes by supervising the correct method of use of equipment; demonstrating techniques and supervising students in practicing the techniques correctly and applying theory. The casual academic may be supervising undergraduate students in carrying out experiments or laboratory work and being a source of technical advice.

Note: A Demonstrator has no responsibility for designing the class, preparing curriculum materials, conducting assessment, etc. Responsibility for the unit rests with the Unit Coordinator. Demonstration would normally require little to no preparation but may require a time allocation to set up and/or to dismantle, clean and put away materials and equipment. Set up and break down time may require an allocation each time the demonstration is delivered.

2.10 For the purpose of this Agreement a **workshop** (however named) is a class delivered either in person, or otherwise, which involves guided, structured activities that extend students' practical application of the unit content previously covered in a lecture/seminar and/or tutorial.

Note: Workshops would normally require less preparation than a lecture or tutorial. but may require a time allocation to set up and/or to dismantle, clean and put away materials and equipment. Set up and break down time may require an allocation each time the workshop is delivered.

2.11 For the purpose of this Agreement a **seminar** (however named) is facilitated learning either in person, or otherwise, in which original material is presented to students in the form of a guided discussion. Students will be guided through the material by a staff member, who provides immediate formative feedback on student contributions to discussions (and potentially related presentations).

The preparation and presentation of seminars will be paid at the applicable lecture rate.

2.12 **Policy Familiarisation and Induction**

Casual academic staff who are employed to deliver a series of lectures, tutorials or demonstrations amounting to at least one contact hour per week for a complete teaching period, and who have not been employed previously by the University on this basis, or on a full-time or fractional time basis, are expected to attend a session of up to 5 hours for induction and/or policy familiarisation. Staff who attend such a session will be paid at the “other academic duties” rate for the length of the session.

SCHEDULE 3 - GENERAL STAFF LEVELS AND ANNUAL SALARY RATES

HEW Level	Increment Level	Annual salary as of 1/12/2021	Effective FFPOA 1/06/2023 4%	Effective FFPOA 1/06/2024 3%	Effective FFPOA 1/06/2025 3.5%	Effective FFPOA 30/04/2026 4%
HEW 1	1	\$50,824	\$52,857	\$54,443	\$56,348	\$58,602
	2	\$51,821	\$53,894	\$55,511	\$57,454	\$59,752
	3	\$52,822	\$54,935	\$56,583	\$58,563	\$60,906
HEW 2	1	\$54,720	\$56,909	\$58,616	\$60,668	\$63,094
	2	\$55,773	\$58,004	\$59,744	\$61,835	\$64,308
	3	\$56,835	\$59,108	\$60,882	\$63,013	\$65,533
HEW 3	1	\$57,501	\$59,801	\$61,595	\$63,751	\$66,301
	2	\$58,612	\$60,956	\$62,785	\$64,983	\$67,582
	3	\$59,730	\$62,119	\$63,983	\$66,222	\$68,871
	4	\$60,897	\$63,333	\$65,233	\$67,516	\$70,217
	5	\$62,064	\$64,547	\$66,483	\$68,810	\$71,562
	6	\$63,268	\$65,799	\$67,773	\$70,145	\$72,951
HEW 4	1	\$65,842	\$68,476	\$70,530	\$72,998	\$75,918
	2	\$67,129	\$69,814	\$71,909	\$74,425	\$77,402
	3	\$68,633	\$71,378	\$73,520	\$76,093	\$79,137
	4	\$70,301	\$73,113	\$75,306	\$77,942	\$81,060
HEW 5	1	\$71,415	\$74,272	\$76,500	\$79,177	\$82,344
	2	\$72,809	\$75,721	\$77,993	\$80,723	\$83,952
	3	\$74,256	\$77,226	\$79,543	\$82,327	\$85,620
	4	\$75,698	\$78,726	\$81,088	\$83,926	\$87,283
	5	\$77,152	\$80,238	\$82,645	\$85,538	\$88,959
	6	\$78,651	\$81,797	\$84,251	\$87,200	\$90,688
	7	\$80,188	\$83,396	\$85,897	\$88,904	\$92,460
HEW 6	1	\$82,544	\$85,846	\$88,421	\$91,516	\$95,177
	2	\$84,157	\$87,523	\$90,149	\$93,304	\$97,036
	3	\$85,832	\$89,265	\$91,943	\$95,161	\$98,968
	4	\$87,505	\$91,005	\$93,735	\$97,016	\$100,897
	5	\$88,950	\$92,508	\$95,283	\$98,618	\$102,563

HEW Level	Increment Level	Annual salary as of 1/12/2021	Effective FFPOA 1/06/2023 4%	Effective FFPOA 1/06/2024 3%	Effective FFPOA 1/06/2025 3.5%	Effective FFPOA 30/04/2026 4%
HEW 7	1	\$90,899	\$94,535	\$97,371	\$100,779	\$104,810
	2	\$92,682	\$96,389	\$99,281	\$102,756	\$106,866
	3	\$94,511	\$98,291	\$101,240	\$104,784	\$108,975
	4	\$96,355	\$100,209	\$103,215	\$106,828	\$111,101
	5	\$98,241	\$102,171	\$105,236	\$108,919	\$113,276
HEW 8	1	\$102,035	\$106,116	\$109,300	\$113,125	\$117,650
	2	\$104,031	\$108,192	\$111,438	\$115,338	\$119,952
	3	\$106,093	\$110,337	\$113,647	\$117,624	\$122,329
	4	\$108,152	\$112,478	\$115,852	\$119,907	\$124,704
	5	\$110,266	\$114,677	\$118,117	\$122,251	\$127,141
	6	\$112,435	\$116,932	\$120,440	\$124,656	\$129,642
	7	\$114,647	\$119,233	\$122,810	\$127,108	\$132,193
HEW 9	1	\$118,730	\$123,479	\$127,184	\$131,635	\$136,900
	2	\$121,068	\$125,911	\$129,688	\$134,227	\$139,596
	3	\$123,459	\$128,397	\$132,249	\$136,878	\$142,353
HEW 10	1	\$127,078	\$132,161	\$136,126	\$140,890	\$146,526

* First Full Pay On Or After

Note: Gippsland Transferred Staff only:

From 10 July 2016 incremental progression order changed so that increment point 1 becomes the bottom of salary range and the highest increment number becomes top of salary range for each classification level. For the avoidance of doubt this will have no impact on, or change to, incremental progression e.g. a Gippsland Transferred Employee on the second lowest salary increment prior to 10 July 2016 such as HEW Level 5 increment 7 changed to HEW Level 5 increment 2 on 10 July 2016.

Gippsland Transferred Employees only:

1. HEW STEPS

Those transferring Professional, and Trades and Services, former Monash employees who transferred to Federation University at HEW levels 3, 5, 7, and 9 only will retain the additional salary steps provided for in the former *Monash University Enterprise Agreement (Academic and Professional Staff) 2009*, and the former *Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009*. Therefore, the number of salary steps to be retained for the staff who transferred on the above four levels only are as follows:

HEW level 3.1 to 3.7

HEW level 5.1 to 5.8

HEW level 7.1 to 7.6

HEW level 9.1 to 9.4

HEW Level	Previous Gippsland Increment	FedUni Increment	Effective FFPOA 1/12/2021	Effective FFPOA 1/06/2023 4%	Effective FFPOA 1/06/2024 3%	Effective FFPOA 1/06/2025 3.50%	Effective FFPOA 30/04/2026 4%
HEW 3	1	7	\$64,497	\$67,077	\$69,089	\$71,507	\$74,368
HEW 5	1	8	\$81,758	\$85,028	\$87,579	\$90,644	\$94,270
HEW 7	1	6	\$99,523	\$103,504	\$106,609	\$110,340	\$114,754
HEW 9	1	4	\$125,911	\$130,947	\$134,876	\$139,597	\$145,180

SCHEDULE 4 - TEACHING AND RESEARCH ACADEMIC EMPLOYEES

Minimum Standards for Academic Levels (MSALs)

LEVEL A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four (4) years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their professional discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of level A academics shall be primarily at undergraduate and graduate diploma level.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award course of the institution.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award course or a number of smaller award courses of the institution.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisation unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

SCHEDULE 5 - RESEARCH ACADEMIC EMPLOYEES

Minimum Standards for Academic Levels (MSALs)

LEVEL A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL B

A Level B research academic will normally have experience in research or scholarly activities which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL C

A Level C research academic will make independent and original contributions to research which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others, and in research training.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

LEVEL E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels.

SCHEDULE 6 - GENERAL STAFF POSITION CLASSIFICATION STANDARDS

INTRODUCTION

Positions will be classified in accordance with the standards and definitions as set out below. Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the University, taking into account the skills and responsibilities required to perform that work. Determination of the classification of general staff employee positions levels 1 to 10 will be based on the descriptors set out below.

The minimum salary entitlement of general staff employees, and certain other employment conditions as set out in this Agreement, will be determined by the classification of the employee's position.

GENERAL STAFF EMPLOYEE POSITION DESCRIPTORS

DEFINITION 1: SUPERVISION

Close supervision: Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

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.

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.

Broad direction: Direction is provided in terms of objectives, which may require the planning of employees, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

DEFINITION 2: QUALIFICATIONS

Within the Australian Qualifications Framework,

Year 12: Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary Faculty.

Trade certificate: Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

Post-trade certificate: A course of study over and above a trade certificate and less than a Certificate IV.

Certificates I and II: Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

Certificate III: A course that provides a range of well-developed skills and is comparable to a trade certificate.

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.

Diploma: A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.

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.

Degree: A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

Postgraduate degree: A recognised postgraduate degree, over and above a degree as defined above.

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.

DEFINITION 3: CLASSIFICATION DIMENSIONS

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.

Occupational Examples of occupations typically falling within each equivalent classification level.

Level of supervision: This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

Task level: The type, complexity and responsibility of tasks typically performed by employees within each classification level.

Organisational knowledge: The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Judgement, independence and problem solving: Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee 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.

This dimension looks at how much of each of these three qualities applies at each classification level.

Typical activities: Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

HIGHER EDUCATION WORKER LEVEL 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees 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.

Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

Task level

Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational knowledge

May provide straightforward information to others on building or service locations.

Judgement, 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.

Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

HIGHER EDUCATION WORKER LEVEL 2

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.

Occupational equivalent

Administrative assistant, security patrol officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee 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.

Typical activities

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.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

HIGHER EDUCATION WORKER LEVEL 3

Training level or qualifications

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.

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.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

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 employees may be required.

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.

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.

Judgement, independence and problem solving

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

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.

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.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In administrative positions, perform a range of administrative support tasks including:

- standard use of a range of desktop 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 employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

HIGHER EDUCATION WORKER LEVEL 4

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.

Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks.
In other positions, general direction.

May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.

May undertake stand-alone work.

Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

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.

Judgement, independence and problem solving

In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

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.

Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits;
- exercise high precision trades skills using various materials and/or specialised techniques.

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 courses 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.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions;
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based courses, 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.

HIGHER EDUCATION WORKER LEVEL 5

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 1 years subsequent relevant work experience; or
- completion of a diploma qualification and at least 2 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 2 years) relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

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.

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 employees.

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.

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.

Judgement, 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.

Typical activities

In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research courses 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.

In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education courses and more complex bibliographic and acquisition services;
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

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.

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.

HIGHER EDUCATION WORKER LEVEL 6

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.

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.

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 employees.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees 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.

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.

Judgement, 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.

Typical activities

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.

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 Faculty or small faculty.

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.

HIGHER EDUCATION WORKER LEVEL 7

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 4 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.

Occupational equivalent

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

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.

Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, 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.

Typical activities

In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional employees combined with policy development responsibilities, which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or faculty.

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

In administrative positions, provide less senior administrative support to relatively small and less complex Faculties or equivalent.

HIGHER EDUCATION WORKER LEVEL 8

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.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior faculty administrator; researcher.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

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.

Organisational knowledge

The employee 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.

Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g. to Faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to Faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 9

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.

Occupational equivalent

Manager (including administrative, research, professional or scientific); senior faculty administrator; senior researcher.

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 employees including administrative, technical and/or professional employees.

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.

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.

Judgement, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to 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.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

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.

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the more complex Faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

HIGHER EDUCATION WORKER LEVEL 10**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.

Occupational equivalent

Senior program, research or administrative manager

Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

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.

Organisational knowledge

Bring a multi-perspective 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.

Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources.

Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.

Provide senior administrative support to the most complex Faculties in large institutions, involving complex course structures, significant employee and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE 7 - PROVISIONS RELATING TO GIPPSLAND TRANSFERRED EMPLOYEES ONLY

1. CAR PARKING

For Gippsland Transferred Employees at the Gippsland Campus, parking arrangements shall be provided free of charge except by arrangement with staff, or on reasonable notice.

2. FLEXIBLE WORKING ARRANGEMENTS

Any transferring Professional, and Trades and Services, former Monash employees at the Gippsland campus prior to 1 July 1990 who work under any flexible working hours arrangement or rostered day off under a nine-day fortnight working arrangement, or the like, shall be entitled to retain these arrangements.

For all other transferring Professional and General employees engaged on or after 1 July 1990 at the Gippsland campus it is recognised that the continuation of any nine (9) day fortnight or 19 day four (4) week arrangements, or the like, will be subject to management discretion. The University undertakes to ensure that transferring staff will not be converted arbitrarily or without due cause from nine (9) to ten-(10) day fortnight or 19 to 20 day four (4) week, or the like, arrangements. Any future requests by transferring employees for flexible working arrangements must be pursuant to *Clause 30* of the Agreement.

3. HEW STEPS

Those transferring Professional, and Trades and Services, former Monash employees who transferred at HEW levels 3, 5, 7, and 9 only will retain the additional salary steps provided for in the former *Monash University Enterprise Agreement (Academic and Professional Staff) 2009*, and the former *Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009*. Therefore, the number of salary steps to be retained for the staff who transferred on the above four levels only are as follows:

HEW level 3.1 to 3.7 HEW level 5.1 to 5.8 HEW level 7.1 to 7.6 HEW level 9.1 to 9.4

4. PARENTAL LEAVE

Transferring Professional, and Trades and Services, former Monash employees will continue to be entitled to Parental Leave as is prescribed in *Clause 39* and *Schedule 5*, sub-items (l), (m) and (n), of the former *Monash University Enterprise Agreement (Academic and Professional Staff) 2009 (AE873347)*, and *Schedule 3*, sub-items (l), (m) and (n) of the former *Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009 (AE879374)*.

Paid partner leave for eligible non-casual Gippsland Transferring Employees will be increased from five (5) days, as provided under the aforementioned Monash enterprise agreements, to ten (10) days paid partner leave.

SCHEDULE 8 - ACADEMIC WORK ALLOCATION MODEL ACTIVITIES

Research and Scholarship:

1. The range of activities encompassed in the research allocation may include but are not limited to those listed below. These activities are largely self-directed and do not individually require the allocation of a specific number of hours.

Research

- (a) Conducting research and preparation of results for Excellence for Research in Australia (ERA) - recognised publications;
- (b) Application of research expertise and outcomes in the translation of knowledge for community, state and national benefit including the writing and publishing of research reports;
- (c) Creative practice, including performance;
- (d) Presenting research papers at national and international conferences;
- (e) Writing and submitting internal and external funding bids and/or grant applications;
- (f) Undertaking and managing research projects and courses;
- (g) Participating in research administration;
- (h) HDR supervision and coordination;
- (i) Mentoring of other academic staff;
- (j) Application of scholarly and research expertise to innovation and invention, with appropriate involvement in the commercialisation of outcomes;
- (k) Professional development activities relevant to research.

Scholarship

- (l) Activities aimed at consolidating and extending systematised knowledge of a staff member's discipline area, including those related to pedagogical and academic discipline developments.

Teaching and teaching related:

2. Teaching and teaching related activities vary across schools and academic groups and may include but are not limited to:
 - (a) Preparation of teaching materials (including curriculum development) for face to face, online and all other modes of delivery;
 - (b) Delivery of classes and seminars face to face, online and in all other modes;
 - (c) Delivery of laboratory classes, practicums, studio, performance and clinical sessions;
 - (d) Community-based teaching;
 - (e) Team teaching;
 - (f) Supervision of honours and postgraduate projects and placements;
 - (g) Supervision of undergraduate coursework projects and placements, including WIL units;
 - (h) All aspects of student assessment, including preparing, marking, moderating (pre- and post-assessment) and providing feedback;
 - (i) Student consultation related to learning by whatever mode;
 - (j) Unit coordination;
 - (k) Mentoring of other academic staff;
 - (l) Travel between campuses or to other locations for the purposes of teaching related duties, known at the time of allocation;
 - (m) Travel time associated with delivery at international offshore locations (up to a maximum of seven (7) hours per day);
 - (n) Partner moderation and related activities;
 - (o) Any other duties which manifestly constitute teaching.

Service:

3. Service activities will relate to the core business of the **University** and may include activities identified in the strategic or operational plans. Internal and external activities are subject to approval by the supervisor and may potentially include but are not limited to:
- (a) Formal management and leadership duties within the Institute or University such as Deputy/Associate Dean (howsoever named), membership of, or chairing, Institute or University committees;
 - (b) Activities related to the design, approval, review or accreditation of courses or units;
 - (c) Developing, organising or coordinating professional fieldwork, practicums, clinical placements, or work integrated learning;
 - (d) Attendance at University open days and Institute/Discipline meetings and days;
 - (e) Attendance at University graduations;
 - (f) Student recruitment and selection including school visits and HDR student recruitment;
 - (g) Commercial projects and consultancies (other than approved outside work);
 - (h) Professional practice and contributions, agreed in advance with the supervisor, which take account of University esteem factors. These include membership of the board or executive of professional associations, conference chairs and editing of journals;
 - (i) Public profile raising such as media activities;
 - (j) Community and industry engagement, as agreed in advance with the supervisor;
 - (k) Professional development activities relevant to service;
 - (l) Other approved projects and activities undertaken as agreed in advance with the staff member's supervisor;
 - (m) Administration duties not covered elsewhere.

4. **Terms of reference for Academic Workload Committee**

Establishment

Academic Workload Committees (AWC) are established pursuant to *Clause 35 of the Federation University Australia Union Enterprise Agreement 2023 – 2026* (the Agreement).

The role of the Committee is to oversee the timely development of an Academic Workload Model (AWM) for the Institute. The AWM must be consistent with the Agreement.

Committee members must participate in a professional and cooperative way in the workload allocation process.

The process for developing the AWM must be open to scrutiny, discussion and review by all academic staff who will be covered by the Model.

Functions of the Committee

The functions of the Committee are to:

- 1) Oversee the timely development of the Institute Academic Workload Model in accordance with *Clause 35* of the Agreement, to ensure the AWM is ready for implementation in the 2024 academic year
- 2) Identify, consider and seek to resolve workload problems which are of concern to staff.
- 3) Identify methods and information to ensure allocations are objective as the extent possible.
- 4) Recommend allocations for all work relevant to the Institute's staff, based on objective evidence regarding the time required to carry it out.
- 5) Consider the minutes of meetings from the committees of other Institutes including explanation for any allocation variation between institutes.
- 6) Identify any invisible academic work and propose time allocations for such work.
- 7) Consider the offerings of cross Institute work and how equivalent work is allocated in other Institutes.
- 8) Identify how allocations will be equitable, transparent, recorded and monitored.
- 9) Ensure that the AWM takes account of all aspects of academic work.
- 10) Report back regularly to the DCVA about the Committee's progress.
- 11) Where a request is made for a review of the AWM under *sub-clause 35.6.9*, the Committee will resolve the issues within six (6) weeks of receiving the request.

Data collection

In line with the provisions of the Agreement the Academic Workload Model will ensure that academic staff members have sufficient and reasonable time to perform their allocated activities, in:

- i. Teaching and teaching related activities;
- ii. Research;
- iii. Scholarship; and
- iv. Service.

The Committee will identify relevant information, develop tools and collect data to ensure time allocations reflect the necessary time to complete tasks. The Committee may also analyse and discuss alternative methods for carrying out tasks. Spreadsheets or other measuring tools will be developed to ensure that workload allocation is equitable and transparent. All underlying assumptions for calculations in spreadsheets or other measuring tools will be clearly outlined.

Role of Staff Representatives

The staff representatives will be given reasonable paid time and resources to consult and seek feedback from academic colleagues of all relevant disciplines about the academic workload model. This can include organising meetings of staff to discuss and consider academic workload issues. In carrying out this role staff representatives will communicate to staff the discussions, recommendations of the AWC on a regular basis.

Consultation with Staff

The Committee will engage in genuine consultation with staff regarding the AWM by seeking their views and feedback during the development of the model and prior to a ballot of Institute Staff.

The consultation process will involve one or more opportunities for staff to interact and discuss the model such as a meeting, forum or workshop scheduled to ensure the maximum number of staff can participate. The Committee will ensure staff understand the draft workload model and that all staff have an opportunity to engage in the consultation process. Institute meetings, online systems, emails, etc. may also be used as part of the consultation process.

Formal consultation prior to the approval ballot will include an explanation of the reasons and methodology used to determine proposed allocations.

Frequency of Committee Meetings/Quorum

The Committee will meet every two (2) weeks until the Institute Academic Workload Model is implemented, or on request of the majority of the AWC.

The quorum for meetings of the Committee will be at half of the full Committee plus one.

Record of Meetings

Minutes of the meetings will be kept and distributed to all members of the Committee for comment. When it is agreed that the Minutes are a true and accurate record of the meeting, the approved minutes of the meeting will be distributed to all affected staff and the chair of other Institutes' committees.

An action sheet will be maintained, and each committee member is responsible for seeing through the timely completion of action items assigned to them prior to the next meeting.

Draft minutes of each meeting will be distributed to the Committee within two (2) working days of the meeting taking place. Members of the Committee will have an opportunity to submit comments on the draft minutes for 24 hours. Final minutes will be subject to endorsement at the next meeting of the Committee. After endorsement, a copy of the minutes will be provided to the Committees of other Institutes.

Cross-Institute equity

The Chairs of each Committee will meet with the DVC(A) as the models are being developed to promote equity of approach across Institutes. The Chair of each Committee will report any concerns raised by the DVC(A) back to the Committee to ensure each Committee considers any inconsistencies identified by the DVC(A).

SCHEDULE 9 – ALLOWANCES TRADES AND SERVICES STAFF

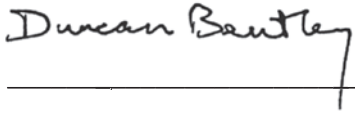
1. Trades and Services employees who hold a relevant trade certificate (non-licensed or registered) and are required to utilise these trade skills to discharge their duties will be eligible for a weekly superable allowance of \$25 per week. For the purposes of this clause, a relevant trade certificate is defined as a certificate awarded for completion of formal training through an apprenticeship.
2. Trades and Services employees who works in a licensed or registered trade and is required to utilise these trade skills to discharge their duties will be eligible for a weekly superable allowance of \$35 per week in recognition of the additional qualification and licensing or registration requirements for this trade. Any other trade that will in future require registration or licencing will move from Allowance 1 to Allowance 2.
3. Employees will provide copies of their relevant qualifications (and licences in the case of licenced trades) to People and Culture in order to access the allowance.
4. Allowances will be paid on commencement for new employees.
5. Allowances will be paid on a fortnightly basis and will be taxable.
6. Allowances will be indexed against the salary increases in the Agreement.

SIGNATORIES TO THIS AGREEMENT

SIGNED for and on behalf of

Federation University Australia

by its authorised signatory:



16 November 2023

Name: Professor Duncan Bentley
Position: Vice Chancellor and President
Address: University Drive
MT HELEN VIC 3350

Date

In the presence of:



16 November 2023

Name: Paula Burton
Position: Executive Assistant to the Vice-Chancellor and President
Address: University Drive
MT HELEN VIC 3350

Date

SIGNED for and on behalf of

The National Tertiary Education Industry Union

by its authorised signatory:



21/11/2023

Name: Damien Cahill
Position: General Secretary
Address: 1st floor, 120 Clarendon St
SOUTHBANK VIC 3006

Date

In the presence of:



21/11/2023

Name: Renee Veal
Position: Industrial and Legal Support
Address: 1/120 Clarendon Street
Southbank VIC 3006

Date

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