

# **University of Ballarat Union Collective Agreement**

2010-2012

**Academic and General Staff Employees**

## **PART 1: SCOPE, APPLICATION AND OPERATION OF AGREEMENT**

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### **1. TITLE**

This Agreement shall be known as the University of Ballarat Union Collective Agreement 2010-2012.

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**3. DEFINITIONS**

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

**"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.

**"Act"** means the Fair Work Act 2009.

**"Agreement"** means the University of Ballarat Union Collective Agreement for Academic and General Staff Employees 2010-2012.

**"AHEIA"** means the Australian Higher Education Industrial Association.

**"FWA"** means Fair Work Australia.

**"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:

- (a) formal counselling of an employee by an appropriate supervisor or internal or external counsellor;

- (b) giving an employee a written warning (including, where appropriate, a final warning);
- (c) suspension with or without pay;
- (d) formal censure;
- (e) withholding of an increment;
- (f) demotion by one or more classification levels or increments;
- (g) transfer or redeployment to another position in the University;
- (h) removal from Office while remaining in the employ of the University;
- (i) (except in the case of misconduct) termination of employment;

provided that any disciplinary action must be determined in accordance with the provisions of Clauses 66 and 67 of this Agreement, and that the University may not terminate employment for misconduct other than proven serious misconduct.

**“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.

**“Management”** means Vice-Chancellor, Deputy Vice-Chancellor(s), Pro Vice-Chancellor(s), Vice-President(s), Heads of School, Director(s) or, where authorised, a delegated officer.

**“Misconduct”** means dereliction of duty or unacceptable behaviour. Examples of unacceptable behaviour include:

- (a) conduct which is an impediment to the satisfactory performance of the work of the employee or other employees in the University;
- (b) failure to comply with a reasonable instruction given by a person in line management of the employee;
- (c) behaviour that may be reasonably perceived as bullying, harassing, intimidating, overbearing or physically or emotionally threatening;
- (d) an action of the employee which is prejudicial to the health or safety of other employees, students or members of the public;
- (e) conduct of the employee that results in a conviction, sentence or other order imposed by a court which restricts the activities of an employee in a manner that constitutes an impediment to the employee carrying out their duties.
- (f) deceptive behaviour of a minor nature related to research, learning and teaching.

**“Ordinary Rate Per Hour”** means the hourly rate payable to a general staff employee by applying the following formula:  
$$\text{Annual Salary} / 261 \times 10 / 73.5$$

**“PACCT Staff”** are general staff employees occupying professional, administrative, clerical, computing and technical positions, but not trades and services positions.

**“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.

**“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.

**“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:

- a) a recurrence or continuation of conduct which has been found to be misconduct on the part of the employee; and/or
- b) serious misbehaviour, which may be a single occurrence, of a kind which constitutes:
  - (i) a serious impediment to the carrying out of an employee's duties, or to other employees carrying out their duties;
  - (ii) a serious risk to the safety of employees, students or visitors to the University;
  - (iii) a serious risk to University property;
  - (iv) dishonest behaviour in academic works, research and assessment;
  - (v) a serious dereliction of duties; or
  - (vi) a conviction by a court of an offence which constitutes a serious impediment to the carrying out of their duties.

**“Staff Member” or “Employee”** means an academic or general staff employee whose employment is subject to this Agreement.

**“Suitable vacant position”** means a position:

- (a) for which an employee meets the essential requirements;
- (b) which the employee could perform satisfactorily within a reasonable time;

- (c) 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
- (d) for which the University could reasonably provide appropriate training to the employee.

“**Supervisor**” includes manager, supervisor and team leader.

“**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.

“**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.

“**Union**” means

- National Tertiary Education Industry Union (NTEU), or
- Liquor Hospitality and Miscellaneous Union (LHMU), or
- Australian Workers Union (AWU).

“**University**” means the University of Ballarat.

“**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.

“**Vice-Chancellor**” means the Vice-Chancellor or the Acting Vice-Chancellor of the University of Ballarat, or the Vice-Chancellor’s delegate acting under specified delegated authority pursuant to Clause 5.

“**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 on 1 January 2010, if approved by Fair Work Australia within the required time frame, or otherwise the Agreement will operate from a later date which will be 7 days after it is approved by Fair Work Australia. This Agreement will nominally expire on 30 June 2012, however it will continue in operation after the nominal expiry date until replaced or terminated in accordance with the Fair Work Act 2009.
- 4.2** The Agreement may be varied during its operation pursuant to Division 7, section 207 of the Fair Work Act 2009. The variation comes into operation on the date specified in Fair Work Australia’s decision to approve the variation.
- 4.3** This Agreement is a closed and comprehensive agreement, and operates to the exclusion of any and all other certified agreements or industrial awards that would otherwise apply to the employment of the employee.
- 4.4** The employee’s 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.

#### **5. DELEGATIONS**

The Vice-Chancellor may specifically delegate any or all of his/her 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 the University of Ballarat, the National Tertiary Education Industry Union (NTEU), the Liquor Hospitality and Miscellaneous Union (LHMU), and the Australian Workers Union (AWU) (“the parties”).
- 6.2** This Agreement covers and is binding upon:
- the University;
  - the NTEU, LHMU and AWU, their officers and agents; and
  - all academic and general staff employees of the University;
- but does not bind:
- TAFE Teachers;
  - employees who are subject to an Australian Workplace Agreement (AWA), for such time as they remain subject to an AWA.
- 6.3** Terms and conditions of employment of the Vice-Chancellor, Deputy Vice-Chancellors, Pro Vice-Chancellors and Vice-Presidents are not set by this Agreement.

## **7. STATEMENT OF INTENT**

- 7.1** The aims of this Agreement are to establish improved salaries and collective conditions of employment which are consistent with the University's values, strategies and priorities and support the University in performance of its 2008-2012 mission and achievement of its key objectives and 2020 Vision, all of which are formulated through on-going extensive consultation with stakeholders, especially staff.
- 7.2** The management of the University is confident this Agreement will assist in implementing workplace practices which improve the effectiveness and productivity of the University, and the satisfaction of staff in the workplace, thereby assisting the University to achieve its strategic goals.
- 7.3** The University recognises the important contributions that employees make to the advancement of the University's strategic goals and priorities. This Agreement aims to support the University to achieve its outcomes by:
- providing enhanced salaries that are competitive, yet sustainable within the funding environment;
  - balancing work and personal life through flexible working arrangements;
  - creating a platform and environment for employees and supervisors to manage workplace issues at the local level;
  - providing a mechanism for workplace change to be undertaken in a consultative, flexible and timely manner;
  - encouraging and rewarding good performance;
  - achieving a set of clear and effective industrial conditions of employment to the mutual benefit of the University and its employees;
  - creating a harmonious industrial relations environment recognising that management, employees and union relationships are based on mutual respect, trust and preparedness to consider alternative viewpoints; and
  - supporting and implementing the principles of equity, diversity and safety, and work towards pay equity and gender balance in the workplace.

## **8. ANTI-DISCRIMINATION**

The University is committed to:

- 8.1** treating employees in a fair and reasonable manner; and
- 8.2** 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).

## **PART 2: APPOINTMENT AND RECRUITMENT**

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### **9. 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.

#### **9.1 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:

- 9.1.1** for 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;
- 9.1.2** for 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 clause 9.3.6 of this Agreement;
- 9.1.3** for casual employees, 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;
- 9.1.4** for any employee subject to probationary employment, the length and terms of the probation;
- 9.1.5** 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.

## 9.2 Continuing Employment

- 9.2.1 "Continuing Employment" means all employment other than fixed-term employment and casual employment.
- 9.2.2 Continuing employment may either be on a full-time or fractional part-time basis and shall have no fixed end date.
- 9.2.3 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.

## 9.3 Fixed-Term Employment

- 9.3.1 "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).
- 9.3.2 Fixed-term employment may either be on a full-time or fractional part-time basis.
- 9.3.3 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.
- 9.3.4 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.
- 9.3.5 Any second or subsequent fixed-term contract with the University shall not contain a probationary period unless the second or subsequent fixed-term contract is for a position where the duties are substantially different.
- 9.3.6 **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**

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

**ii) Research**

"Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five 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 seconded away from his/her usual work area; or
- b) performing the duties of:
- a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
  - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position

until a full-time or part-time 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 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 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 within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- 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
- 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.

**viii) New organisational area**

- a) A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to two years from the establishment of any such area. A further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

For the purpose of this paragraph a new organisational area shall mean positions created to cover new disciplines or sub-disciplines of academic, administrative or commercial work not previously offered; or

another new academic, administrative or commercial function organised either in a new geographic location outside Ballarat or organised distinctly from existing Schools or Sections and not created from the merger or division of or movement of work from an existing unit(s).

Any new configuration of work previously undertaken shall not constitute a new organisational area.

- b) A fixed-term contract offered in the circumstances described in sub-clause 9.3.6 (viii) (a) above will be subject to the following conditions:
- the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the appointee continue beyond the maximum contract period (3 years) the appointee shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;
  - should a position not be offered under the above dot point, upon request by the employee, the University will, for 3 months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

**ix) Disestablished organisational area**

Where an organisational work area has been the subject of a decision by the University to discontinue that work within 36 months, fixed-term contract employment may be offered to work in that area provided that:

- the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a 36 month period, the employee shall be offered that work on a continuing basis.
- should a position not be offered under the dot point above, upon request by the appointee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.



**x) Senior Appointments**

Where senior academic staff are appointed at or above \$149,000 (salary and loadings, but not including superannuation) and senior general staff are appointed at or above \$99,000 (salary and loadings, but not including superannuation). These figures will move in line with the rate of salary increases provided in this Agreement.

**xi) Early Career Development Fellowships**

Where academic staff are appointed to Early Career Development Fellowships in accordance with subclause 9.4.1 (xiv) below.

**Notice of cessation or renovation of employment upon expiry of contract**

**9.3.7** The University shall provide to a fixed-term staff member, other than an apprentice or an employee described in sub-clauses 9.3.6 (iii), 9.3.6 (v) or 9.3.6 (vi), 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.

**9.3.8** Where the University has made a determination in accordance with sub-clause 9.3.7 (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.

**9.3.9** The notice under sub-clause 9.3.7 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:

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

**9.3.10** 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 years continuous service shall be entitled to an additional week's notice.

**9.3.11** 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**

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

- The University has made a determination in accordance with sub-clause 9.3.7 (iii), and
- The staff member seeks to continue employment, and
- The staff member has been employed on a second or subsequent fixed-term contract after 17/8/2006, and
- The staff member is not employed on a fixed-term contract pursuant to sub-clauses 9.3.6 (i), 9.3.6 (ii), 9.3.6 (iii), 9.3.6 (iv), 9.3.6 (v) and 9.3.6 (vi).

| <b>Length of continuous service</b>                        | <b>Severance Pay</b> |
|--|----------------------|
| 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.

**9.3.13** 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 9.3.6 (i) or (ii) 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 9.3.6 (i) or (ii) 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.

| <b>Length of continuous service</b>        | <b>Severance pay</b> |
|--|----------------------|
| 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.

**9.3.14** Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of 8 weeks from the expiry of the period of fixed term employment.

**Conditions for Fixed-Term Contract of Employment**

**9.3.15** 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.

**9.3.16** For the purpose of this Agreement, where a formal offer of a further fixed term appointment is made within 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.

**9.3.17** If the University obtains acceptable alternative employment for an employee otherwise entitled to severance payment, then that employee is not entitled to severance payment.

**9.3.18 Transitional Provisions for Current Fixed-Term Staff**

- i) The University may offer employees, whose initial contract current at the commencement of the 2008-2009 Agreement was not compliant with sub-clause 9.3.6 and is due to expire between 1 January 2010 and 31 December 2010, a single further fixed term contract without compliance with sub-clause 9.3.6. A contract made under this sub-clause will not extend beyond 31 December 2011. If at the expiry of a contract made under this sub-clause the University has made a determination in accordance with sub-clause 9.3.7 (iii), the employee shall receive severance pay in accordance with 9.3.12 or 9.3.13 whichever is the greater.
- ii) If a contract made under subclause 9.3.18 of the 2008-2009 Agreement, or made under sub clause 9.3.18(i) above is to expire according to its terms, and the same position or substantially the same position is to continue beyond the expiry date of that contract, then that further employment in that position must be offered to that employee, subject to:
  - a) The employee having previously been selected to that position in competitive selection; and
  - b) Satisfactory performance.

**9.4 Casual employment**

"Casual employment" means the employment of a person engaged by the hour and paid on an hourly basis a payment that includes a 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 casual loading will be 25%, provided that Trades and Services casual employees in Conference & Catering Services and Accommodation and Hospitality Services employed at the date this agreement comes into operation:

- who receive a 33% casual loading will continue to receive that loading;
- will receive in December each year a payment equal to one-twelfth of ordinary time earnings in that calendar year.

**9.4.1 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 and may agree to equalise salary payments over that period.

- 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.
- 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 twenty-two days of submitting a completed valid claim for payment to the Human Resources Section.
- 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 School/Departmental meetings (including but not limited to School 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:
  - library cards;
  - out-of-hours access;
  - telephone access;
  - email accounts;
  - network and intranet access; and
  - inclusion in the University's telephone book and web directory.
- x) Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be provided with the following resources and facilities for a period up to 3 months after the casual contract ceases:
  - library cards;
  - email accounts; and
  - UB 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.
- xiii) 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.
- xiv) Early Career Development Fellowships (ECDF)
  - a) The University has committed to create four full-time level A academic positions as ECDF's.
  - b) In addition to a) above, and subject to School staffing establishment and funding levels, the University, over the life of this Agreement will establish and advertise six full-time Level A academic positions as ECDFs..
  - c) An ECDF is a standard teaching and research or research-only academic position available for a fixed term of two years. If a decision is made to continue the employment of an employee holding an initial ECDF appointment, that employee may be converted to a continuing appointment at the end of the two year ECDF period.
  - d) The field of applicants for an ECDF will be restricted to University of Ballarat casual staff:
    - who have been awarded a PhD and have performed casual teaching work for the University in 2 entire teaching periods over the past 3 years, or

- who have been active candidates for their PhD for at least 2 years and have performed casual teaching work for the University in 3 entire teaching periods over the past 3 years.
- e) Successful applicants will be selected from eligible candidates on academic merit.
- f) The University will review this Fellowship scheme on expiry of this Agreement.

#### **9.4.2 General Staff Employees**

- i) Overtime is only payable to casual general staff employees in respect of work on any one day in excess of 20% of the ordinary weekly hours of equivalent full-time employees. In respect of such excess, an employee will receive the greater of overtime rates or the casual loading, but not both.
- ii) The minimum period of engagement for a casual general staff employee will be three 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 hour;
  - b) where the casual has a primary occupation elsewhere (or with the University), in which case the minimum period of engagement will be one hour;
  - c) where the casual requests and the University agrees to an engagement of less than the minimum three hours.
- iii) Where an offer of casual employment is made across a semester or a period of weeks, the casual employee and the University may agree to equalise fortnightly salary payments over that period.

#### **9.4.3 Conversion to Non-casual Employment (General staff only)**

- i) In this Clause, "non-casual employment" means continuing employment or fixed-term employment including such employment on a part year, annualised hours or seasonal basis.
- ii) An employee must not be engaged and re-engaged nor have his / her hours reduced in order to avoid any obligation under this clause.
- iii) Casual employees may apply in writing for conversion to non-casual employment where they have been engaged as a casual on a regular and systematic basis in a position or positions at the same classification level in the same School or Section:
  - a) over the immediately preceding period of twelve-months and during the whole of the period have worked average weekly hours at least equal to 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
  - b) over the immediately preceding period of at least twenty four months.
- iv) The University must determine an application for conversion either by offering non-casual employment or by rejecting the application, in which case it must provide reasons.
- v) A casual employee whose application for conversion is not approved may not re-apply within the following twelve months except where that rejection is solely based on the ground set out at sub-clause 9.4.3 (vi) c) below and that ground ceased to apply.
- vi) The University may refuse an application for conversion on reasonable grounds which include but are not limited to:
  - a) the employee is a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
  - b) the employee is a genuine retiree;
  - c) the employee is performing work which will cease to be required, or will be performed by a non-casual employee within twenty six weeks;
  - d) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
  - e) the employee does not meet the essential requirements of the position; or
  - f) the work is ad hoc, intermittent, unpredictable or involves irregular hours.
- vii) Conversion may be to continuing employment or fixed-term employment depending on the nature of the position.
- viii) Conversion may be to part year, seasonal or annualised hours employment where, by custom and practice, the work has been performed on such a basis, or otherwise by agreement.
- ix) An employee employed on a part year or seasonal basis is engaged to work one or more periods or seasons in each year. During those periods of the year in which the employee is not required to work, the employee will be deemed to be stood down without pay; however, the employee's contract of employment will continue and continuity of employment will not be broken. With the exception of periods of approved paid leave, such periods will not count as service for the purpose of calculating entitlements.

- x) In respect of the periods of work or seasons for which they are engaged, part year or seasonal employees will be paid on the same basis as comparable full-time or part-time continuing employees, as the case may be.
- xi) Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the employee during the periods or seasons of work for which the part year or seasonal employees are engaged.
- xii) Part year and seasonal employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.
- xiii) The University shall also take responsible steps from time to time to inform casual employees of the conversion provisions of this Agreement.

#### **9.4.4 Casual Employee Levels**

The University agrees that it shall not increase overall casual Academic and General staff numbers above the levels as at 31 March 2010 and will seek to reduce casual numbers over the life of this Agreement.

## **10. PROBATION**

### **ACADEMIC PROBATION**

- 10.1** 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.
- 10.2** Any person appointed to an academic position at the University for more than six months duration shall normally be required to complete a probationary period.
- 10.3 Period of Probation**
- 10.3.1** In determining the length of the probationary period, the University shall take into account the employee's qualifications and experience and the duration of the appointment.
  - 10.3.2** For fixed-term appointments, the probationary period shall be normally not more than half of the duration of the appointment.
  - 10.3.3** For continuing appointments, the probationary period shall be normally up to twenty-four months. However in those cases where it is necessary for the employee to demonstrate research and/or publication activity the probationary period may be up to thirty-six months.
- 10.4** The employee shall be advised of the length of the probationary period and the name and position of his/her supervisor prior to commencement of employment through the letter of offer or contract of employment.
- 10.5** At or as soon as possible after commencement of employment, the new employee shall be inducted, at which time, probation requirements shall be explained.
- 10.6** 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. The roles of the supervisor are to:
- review progress;
  - provide constructive feedback on the employee's performance;
  - discuss problems and concerns;
  - provide assistance and advice;
  - identify and address any professional development needs;
  - clarify the requirements of the position; and
  - make a recommendation/decision to confirm or not to confirm employment, after a review.
- 10.7** If the supervisor is not a Head of School or other appropriate senior manager, the supervisor shall make a recommendation to the relevant senior manager. If the supervisor is a Head of School or other appropriate senior manager, s/he shall decide on the action to be taken as a result of a probation review.
- 10.8** Before the end of the employee's probationary period and as a result of a probation review, the supervisor may recommend/decide that:
- the appointment be confirmed in accordance with the contract of employment; or
  - the appointment be annulled.

### **10.9 Termination of Employment**

If the result of a probation review is to annul employment, three months notice will be given, or payment in lieu thereof.

Any decision to annul employment during the probationary period will not be made until the employee has completed 12 months service, provided that period does not go beyond the expiry date of the probationary period stipulated in the employment contract.

#### **10.10 Appeal Against Decision to Terminate Employment**

Where the probation review process leads to a decision to terminate employment, the employee may elect to appeal.

**10.10.1** Within ten working days of receiving written notice of the decision to terminate employment, a written appeal must be lodged with the Director, Human Resources

**10.10.2** An Appeal Committee shall be established to hear the appeal. The Appeal Committee comprises:

- a senior academic nominated by the Vice-Chancellor;
- a nominee of the NTEU;
- a Chairperson mutually agreed between NTEU and the Vice-Chancellor.

Wherever practicable, the members of the Appeal Committee will be academics holding continuing appointments and from a cognate discipline.

**10.10.3** The probationary employee and the supervisor/University who made the decision subject to the appeal may each elect to be assisted or represented in the proceedings of the Appeal Committee by an organisation or individual of their choice (other than a practising solicitor or barrister),.

**10.10.4** The Appeal Committee shall conduct proceedings as expeditiously as possible and in accordance with the principles of fairness and natural justice. Proceedings shall be conducted in camera. The Appeal Committee shall take such material into account as is believed to be necessary and appropriate. Any person may be interviewed, provided that the member of staff and the supervisor and their agents have the right to make submissions, challenge evidence, and be present during all interviews.

**10.10.5** The Appeal Committee shall prepare a written report to the Vice-Chancellor and shall make a recommendation to:

- dismiss the appeal; or
- uphold the appeal such that the employment of the employee is confirmed in accordance with the employment contract.

**10.10.6** The Vice-Chancellor may seek advice and/or clarification on any recommendation from the Chair of the Appeal Committee.

**10.10.7** The Vice-Chancellor may approve or not approve the recommendation of the Appeal Committee. Should the Vice-Chancellor decide not to approve the recommendation, he/she will provide a written statement setting out the reasons to the Chair of the Appeal Committee. A copy of this statement shall also be provided to the employee.

**10.10.8** The Vice-Chancellor's decision shall be final.

#### **GENERAL STAFF PROBATION**

**10.11** 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.

**10.12** Any person appointed to a position at the University for more than six months duration shall normally be required to complete a probationary period.

#### **10.13 Period of Probation**

**10.13.1** In determining the length of the probationary period, the University shall take into account the employee's qualifications and nature of the position.

**10.13.2** For fixed-term appointments, the probationary period shall normally be not more than half of the duration of the appointment.

**10.13.3** For continuing general staff appointments, the probationary period shall normally be up to six months.

**10.14** During the probationary period, the employee's performance and behaviour 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.

**10.15** Before the end of the employee's probationary period, and as a result of the final probation review, the employee will be informed whether the appointment is to be confirmed or annulled. In the case of annulment a general staff employee will be given notice according to section 117 of the Fair Work Act 2009, or payment in lieu.

#### **10.16 Termination of Appointment**

**10.16.1** Where the final probation report to the Vice-Chancellor indicates a recommendation to annul the appointment, the Vice-Chancellor shall give an opportunity to the employee and, if the employee so chooses, their representative, to hold a face-to-face meeting with him/her before a final decision is made.

The meeting will provide an opportunity for the employee to make a case for further consideration or provide additional evidence on why the appointment should not be annulled. The Vice-Chancellor shall consult with the Director, Human Resources prior to meeting with the relevant employee.

**10.16.2** The Vice-Chancellor's decision is final.

## **11. INDIGENOUS EMPLOYMENT AND RECONCILIATION**

**11.1** The University shares the vision of Reconciliation Australia for recognising the special place and culture of Aboriginal and Torres Strait Islander peoples as the First Australians, values their participation and provides equal life chances for all. The University acknowledges that reconciliation involves justice, recognition and healing and is about helping all Australians move forward with a better understanding of the past and how the past affects the lives of Indigenous people today. Further, the University understands that reconciliation involves symbolic recognition of the honoured place of the first Australians, as well as practical measures to address the disadvantage experienced by Indigenous people in health, employment, education and general opportunity.

**11.2** In pursuing this commitment and these objectives, the University will respect the cultural, social and religious systems practised by Aboriginal and Torres Strait Islander Australians and will provide support to University employees to develop cultural competence so that they are able to interact and communicate effectively with Indigenous Australians and respect and value cultural difference and diversity.

**11.3** In accordance with its Reconciliation Action Plan, and as an outcome of the review of its Indigenous Employment Strategy, the University is committed to increasing employment and development opportunities for Indigenous Australians and will develop and implement an Indigenous Employment Policy with targets for indigenous employment as a means of:

**11.3.1** increasing, encouraging and fostering Indigenous employment and participation at the University;

**11.3.2** maximising Indigenous staff development; and

**11.3.3** facilitating and encouraging the direct involvement of Indigenous employees in determining their career strategies, goals and objectives.

The Indigenous Employment Policy will also acknowledge that the long term effectiveness of the University's Aboriginal Education Centre is dependent on Aboriginal and Torres Strait Islander people being the overwhelming majority of employees in the Centre and that the Head of the Centre will be an Aboriginal and/or Torres Strait Islander person. The Indigenous Employment Policy shall be developed and approved by University Council by 31 July 2010.

The Reconciliation Action Plan provides that the University shall increase the number of Indigenous employees at the University to 15 by 31 December 2010.

**11.4** The University's Reconciliation Action Plan will also be its key Indigenous policy document articulating its actions regarding improvements to the education, training and research opportunities for Indigenous students; improving the visibility and status of Indigenous culture, knowledge and studies; recruiting and retaining Indigenous staff at all levels of the University; and ensuring that there is involvement of Indigenous people in the decision-making of the University.

**11.5** Entitlements to paid and unpaid leave for cultural/ceremonial purposes for Indigenous Australian employees are clarified in sub-clause 53.2 of this Agreement.

**11.6** Through its Reconciliation Action Plan Implementation Committee, consultations will occur with Indigenous staff, the local Indigenous community and the unions on the development and implementation of the Indigenous employment strategy and on adopting appropriate strategies to meet or exceed the indigenous employment targets detailed in 11.3

## **PART 3: SALARIES, SUPERANNUATION AND REWARD ADVANCEMENT**

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### **12. SALARY INCREASES**

**12.1** The salary rates are set out in Schedules 1 – 3 of this Agreement.

**12.2** The following salary increases will apply:

**12.2.1** 1.5% from the first full pay period on or after 30.9.2010 (i.e. 10 October 2010).

**12.2.2** 4% from the first full pay period on or after 1.6.2011 (i.e. 5 June 2011).

**12.2.3** 5% from the first full pay period on or after 1.6.2012 (i.e. 3. June 2012).

**12.3** Pursuant to the previous University of Ballarat Union Collective Agreement 2008-2009 a 4% salary increase will apply from 3 January 2010.

### **13. SALARY RANGE ENTRY POINTS**

New employees shall normally be appointed at the bottom of the salary range unless the relevant Head, following consultation with the Director, Human Resources, has approved appointment at a higher level.

## 14. PAYMENT OF SALARY

- 14.1 Salaries (including overtime and special loadings, if any) will be paid fortnightly.
- 14.2 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.
- 14.3 At the time of payment, each employee shall be provided with a written statement either through hard copy or electronic format containing details regarding the make-up of the employee's pay, deductions therefrom and sick leave and annual leave credits.

## 15. SUPERANNUATION

- 15.1 Subject to the provisions of sub-clauses 15.3, 15.4 and 15.5 below, the University shall maintain existing superannuation arrangements, including employer contribution levels and eligibility and membership requirements. Contributions will therefore continue to be made to UniSuper for existing employees who belong to UniSuper and for all eligible new employees, provided that the University reserves the right to enable employees who wish to reduce their contributions to do so in accordance with the applicable Trust Deed and Deed of Covenant.
- 15.2 Existing arrangements will be maintained for those staff members who are members of the GSO "Revised Scheme".
- 15.3 Full-time and part-time TAFE General Staff who are currently members of "VicSuper", and new TAFE General staff, may elect to join either UniSuper, subject to eligibility criteria being met, or VicSuper.
- 15.4 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.
- 15.5 Staff members wishing to become members of UniSuper which attracts the 17% employer contribution must be a full-time or fractional part-time member of Academic or General staff who holds a continuing appointment or whose fixed-term appointment is for a period of 10 months or more.

## 16. APPRENTICES

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

|                      |     |                        |
|----------------------|-----|------------------------|
| 1 <sup>st</sup> Year | 55% | Of the base trade rate |
| 2 <sup>nd</sup> year | 65% | Of the base trade rate |
| 3 <sup>rd</sup> year | 80% | Of the base trade rate |
| 4 <sup>th</sup> year | 95% | Of the base trade rate |

## 17. TRAINING SCHEMES (General Staff Employees)

The University may participate in Government supported wage or training schemes, or employ staff pursuant to national training pay rates.

## 18. INCREMENTAL SALARY PROGRESSION

- 18.1 Incremental salary progression is the movement of an employee's salary to the next highest salary point (or increment) within his or her 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.
- 18.2 An employee appointed to a continuing or fixed-term appointment will be eligible for incremental progression if he or she:
- 18.2.1 is in receipt of a salary that is less than the maximum step for his or her classification level; and
  - 18.2.2 has concluded twelve 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.
- 18.3 The date upon which the achievement of twelve months continuous service occurs (in accordance with sub-clause 18.2.2) will be referred to as the anniversary date.
- 18.4 Movement of the next salary point within the level will occur only when the employee has, over the preceding twelve-months:



- 18.4.1 participated in a staff development/performance review in accordance with the University policy on Performance Review and Development Program;
- 18.4.2 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
- 18.4.3 performed satisfactorily against agreed performance objectives and/or the appropriate classification level and the position description.

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

18.6 Where determination of sub-clause 18.4 is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date unless:

- 18.6.1 the employee has refused to participate appropriately in the University-designated Performance Review and Development Program;
- 18.6.2 the delay is related to the acquisition of new skills, experience and knowledge in accordance with sub-clause 18.4.2, in which case the date of acquisition will be the effective date;
- 18.6.3 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
- 18.6.4 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.

## 19. ACCELERATED INCREMENTAL ADVANCEMENT

- 19.1 In exceptional circumstances, an accelerated increment may be recommended by a supervisor when he/she considers that the employee has demonstrated outstanding achievement in the previous twelve months.
- 19.2 A recommendation from the relevant Head of School or Head of Section for an accelerated increment shall be accompanied by documentation outlining the outstanding performance, endorsed and agreed to by the relevant Deputy Vice-Chancellor, Pro Vice-Chancellor or Vice-President and sent to the Vice-Chancellor or nominee for final evaluation and, if appropriate, approval.
- 19.3 An accelerated increment shall be limited to one additional increment within a classification level, and shall only be granted after twelve months have been served by the employee at an increment level.

## 20. 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.

## 21. 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 computed in accordance with this Clause.

### 21.1 Entitlement to the Higher Duties Allowance

#### 21.1.1 HDA - Salary Less than HEW 7.4

Where the salary payable to the employee is less than the minimum rate payable to a HEW 7.4 employee, the employee shall be eligible for the payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than two consecutive working weeks (including any holidays).

#### 21.1.2 HDA - Salary Equal to or Greater than HEW 7.4

Where the salary payable to the employee is equal to or greater than the minimum rate payable to a HEW 7.4 employee, the employee shall be eligible for the payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than four consecutive working weeks (including any holidays).

### 21.2 Full Performance of Duties of Higher Office

Where an employee performs the full duties of a higher office, 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 promoted to the higher office.

**21.3 Partial Performance of Duties of Higher Office**

Where an employee performs a portion of the duties of a higher office, 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.

**21.4 Higher Duties Allowance - Miscellaneous**

- 21.4.1 If an employee has performed higher duties for an aggregate period of at least twelve months within a 24-month period, incremental progression applicable to the higher office shall apply.
- 21.4.2 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.
- 21.4.3 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.
- 21.4.4 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.
- 21.4.5 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**

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**22. HOURS OF WORK**

**22.1 Ordinary Hours**

The ordinary hours of work for all general staff employees, including Trades and Services employees from the date this agreement comes into operation shall not exceed an average of 36.75 per week to be worked on one of the following bases:

- 22.1.1 36.75 hours within a work cycle not exceeding seven consecutive days;
- 22.1.2 73.5 hours within a work cycle not exceeding fourteen consecutive days;
- 22.1.3 110.25 hours within a work cycle not exceeding twenty-one days;
- 22.1.4 147 hours within a work cycle not exceeding twenty-eight consecutive days.

**22.2 Ordinary Hours – Employees, other than shift employees**

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

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

| <b>CLASSIFICATION STREAM</b>  | <b>SPAN OF HOURS</b> |
|---|----------------------|
| Professional, Administrative, Clerical, Computing and Technical Employees (PACCT).      | 8:00 am – 6:00 pm    |
| Trades and Services Employees (with the exception of Conference and Catering Services). | 6:00 am – 6:00 pm    |
| Trades and Services Employees – Conference and Catering Services.                       | 7:00 am – 7:00 pm    |

**22.3 Span of Hours**

- 22.3.1 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 (7.00 pm for Trades and Services Employees - Conference and Catering Services) Monday to Friday without payment of a shift penalty.
- 22.3.2 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 hours thirty minutes (ten 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).

## **22.4 Hours of Work for Part-Time Trades and Services Conference and Catering, and Residence Employees**

- 22.4.1** Part-time Trades and Services (Conference and Catering) employees may be employed on the basis of not less than three hours and not longer than eight hours per day, not less than three nor more than five days each week, and not less than fifteen hours each week, nor more than thirty hours per week.
- 22.4.2** Part-time Trades and Services Residences (Boarding School) employees may be employed on the basis of not less than four hours and not longer than six hours per day, not more than five days each week, and not less than twenty hours each week, nor in excess of thirty hours per week.

## **23. MEAL BREAKS**

### **23.1 Meal Break Entitlement**

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

### **23.2 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 fifteen-minute tea breaks per day (inclusive of wash-up time).

## **24. 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.

### **24.1 Definitions**

For the purpose of this Clause:

- 24.1.1** “**Day Shift**” means any shift starting at or after 6 am and finishing at or before 6 pm.
- 24.1.2** “**Afternoon Shift**” means any shift finishing after 6 pm (7.00 pm for Trades and Services Employees – Conference and Catering Services) and at or before midnight.
- 24.1.3** “**Night Shift**” means any shift finishing after midnight and at or before 8 am.
- 24.1.4** “**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.
- 24.1.5** “**Overtime Shift**” means any shift worked by a shift worker in excess of five shifts per week.
- 24.1.6** “**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 days on shift and two days off per week.
- 24.1.7** “**Rostered Shift**” shall have the same meaning as "shift".
- 24.1.8** “**Shift**” means a continuous period of work during which a shift worker is rostered for duty.
- 24.1.9** “**Week**” means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.

### **24.2 Ordinary Hours - Shift Employees**

The ordinary hours of work for shift employees:

- 24.2.1** shall be worked continuously each shift except for meal breaks;
- 24.2.2** shall not exceed ten hours (eleven hours for Trades and Services Conference and Catering Employees) inclusive of meal breaks in any single shift; and
- 24.2.3** shall be worked in accordance with this Clause.

### **24.3 Shift Penalties Applicable - Monday to Friday**

Except as provided in sub-clause 24.4, 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%.

### **24.4 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:

- 24.4.1** On a Saturday - 50%.
- 24.4.2** On a Sunday - 100%.
- 24.4.3** On a holiday - 150%.

#### **24.5 Rostered Day Off Falls on a Holiday**

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

#### **24.6 Change of Shift Allowance**

An employee who without 72 hours notice is transferred from day work to shift work, transferred from one shift roster to another shift roster, transferred to an unrostered shift or transferred to another shift within the roster 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.

### **25. 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.

#### **25.1 Operation of Overtime Provisions**

**25.1.1** All authorised time worked in excess of or outside the ordinary hours of work required by Clause 22 shall be overtime and be paid for in accordance with this Clause.

**25.1.2** 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.

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

**25.1.4** 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.

#### **25.2 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 computing overtime and overtime rates shall apply to all time worked in excess of or outside the fixed hours.

#### **25.3 Application of Overtime - Flexible Ordinary Hours**

Where daily ordinary hours are flexible, the total hours worked in a work cycle, as defined by Clause 22, shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

#### **25.4 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.

#### **25.5 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.

#### **25.6 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.

#### **25.7 Time-Off In Lieu Of Overtime (TOIL)**

**25.7.1** The cut-off for the payment of overtime is at the HEW 7.3 salary classification level provided that by agreement, an employee in receipt of a salary below that prescribed for the minimum rate payable for a HEW 7.4 classification may, by mutual agreement between the employee and the University reached prior to overtime being worked, take time off in lieu of overtime payment, such time being calculated in accordance with the overtime rates applicable. Any TOIL accumulation under these arrangements shall be restricted to a maximum of 36.75 hours entitlement at any one time.

**25.7.2** An employee whose salary is above HEW 7.3 is eligible for time off in lieu equivalent to the period of overtime worked (TOIL) instead of paid overtime, subject to a maximum accrual of 36.75 hours at any time.

**25.7.3** Accumulated TOIL should be cleared within 3 months. Where there is a need for an employee whose salary classification is HEW 7.4 or 7.5 to continue to work time in excess of ordinary hours of work, even though the maximum accrual of 36.75 hours has been reached, application may be made to the relevant Head of School / Section for payment to be made for the 36.75 hours of ordinary time. Only one payment of 36.75 hours will be permitted in any one year. Managers must use their best endeavours to ensure that employees are able to utilise TOIL hours before the maximum level is reached.

**25.8** The salary of an employee for the purposes of computation 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.

**25.9** 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.

#### **25.10 Overtime - Applicable Rates**

##### **25.10.1 Other than shift employees**

- i) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three 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%.

##### **25.10.2 Shift employees**

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

#### **25.11 Overtime - Ten-Hour Break**

**25.11.1** An employee required to work so much overtime that there is not a break of at least ten consecutive hours, plus reasonable travelling time, between the cessation of one 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 consecutive hours, plus reasonable travelling time. Such release shall be without loss of pay for scheduled ordinary work occurring during such absence.

**25.11.2** An employee required to resume or continue work without having had at least ten 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 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.

**25.11.3** 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.

#### **25.12 Exceptions to Normal Overtime Provisions**

**25.12.1** 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 28).

**25.12.2** 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 26).

#### **26. PAYMENT OF OVERTIME FOR EMPLOYEES ON-CALL**

**26.1** An employee recalled to work overtime, whether notified before or after leaving the premises, shall be paid a minimum of three hours overtime inclusive of travel time.

**26.2** The employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

**26.3** Overtime will be calculated and paid to the nearest quarter of hour and will be paid in accordance with provisions outlined in sub-clause 25.10 except for Trades and Services employees who will be paid the ordinary rate plus 50% for the first two 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 25.10.

**26.4** Where more than one overtime attendance is involved in a three-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 attendance to the time of ceasing a subsequent attendance.

**26.5** 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 his/her ordinary working hours, or where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

#### **27. ON-CALL ALLOWANCE**

**27.1** 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.

- 27.2** An employee who is on-call shall remain at home or be readily available by telephone contact.
- 27.3** The University will provide the employee who is on-call with a mobile phone or other electronic communication device.

## **28. OVERTIME AND PART-TIME EMPLOYEES**

- 28.1** If a part-time employee works more hours a week than his/her 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.
- 28.2** 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 hours per day, five days per week and/or thirty hours per week and for residences employees when work exceeds six hours per day, five days per week and/or thirty hours per week.
- 28.3** A part-time employee may refuse to work hours in excess of his/her 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:
- 28.3.1** any risk to the employee's health and safety;
  - 28.3.2** the employee's personal circumstances including any family responsibilities;
  - 28.3.3** the needs of the workplace or enterprise;
  - 28.3.4** the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
  - 28.3.5** any other relevant matter.

## **29. REQUIREMENT FOR EMPLOYEES TO WORK AT DIFFERENT CAMPUSES OR SITES**

- 29.1** 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 his/her duties and work activities.
- 29.2** Time spent by an employee in travelling between campuses on University business shall count as time worked by the employee.
- 29.3** 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**

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### **30. WORKPLACE FLEXIBILITY**

- 30.1** The University and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the University and the individual employee. The terms the University and the individual employee may agree to vary the application of are those concerning:
- 30.1.1** arrangements for when work is performed (which may vary the effect of Clause 22 - Hours of Work, Clause 23 - Meal Breaks, Clause 24 - Shift Work and/or Clause 29.2 – Requirement for Employees to Work at Different Campuses or Sites);
  - 30.1.2** overtime (which may vary the effect of Clause 25 - Overtime, Clause 26 - Payment of Overtime for Employees On-call and/or Clause 28 - Overtime and Part-time Employees);
  - 30.1.3** penalty rates (which may vary the effect of Clause 24 – Shift Work, Clause 25 - Overtime, Clause 26 - Payment of Overtime for Employees On-call and/or Clause 28 - Overtime and Part-time Employees);
  - 30.1.4** allowances (which may vary the effect of Clause 21 - Higher Duties Allowance and/or Clause 27 - On-call allowance); and
  - 30.1.5** leave loading (which may vary effect of Clause 49 - Annual Leave Loading).
- 30.2** The University and the individual employee must have genuinely made the agreement without coercion or duress.
- 30.3** 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.

- 30.4** Where the University proposes a workplace flexibility arrangement to an individual employee or a group of employees the University will give the employee(s) a copy of the proposal and inform the employee(s) that they may seek advice from the relevant union.
- 30.5** The University must ensure that the terms of the individual flexibility arrangement:
- 30.5.1** are about permitted matters under section 172 of the Fair Work Act 2009; and
  - 30.5.2** are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - 30.5.3** result in the employee being better off overall than the employee would be if no arrangement was made; and
  - 30.5.4** not disadvantage other employees in the workplace in relation to their terms and conditions of employment.
- 30.6** The University must ensure that the individual flexibility arrangement:
- 30.6.1** 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
  - 30.6.2** the terms of the enterprise agreement that will be varied by the arrangement; and
  - 30.6.3** how the arrangement will vary the effect of the terms; and
  - 30.6.4** how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 30.6.5** states the day on which the arrangement commences.
- 30.7** The University must give the individual employee a copy of the agreement within fourteen (14) days and keep the agreement as a time and wages record.
- 30.8** The agreement may be terminated:
- 30.8.1** by the University or the individual employee giving 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
  - 30.8.2** at any time, by written agreement between the University and the individual employee.
- 30.9** 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.
- 31. FORTY-EIGHT/FIFTY-TWO (48/52) WEEK EMPLOYMENT CYCLE**
- 31.1** With the University's agreement, a full-time employee may elect to work under a 48/52-week employment cycle for a twelve-month period, which reduces the minimum salary level assigned to that employee's classification or position.
- 31.2** A 48/52-week employment cycle will enable an employee to take four weeks leave in addition to the normal four weeks of annual leave in a year and receive forty eight weeks salary, which would be payable over fifty-two weeks.
- 31.3** An employee's continued participation in the 48/52-week employment cycle is subject to annual review and approval by the University.
- 31.4** Annual leave, sick 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.
- 31.5** 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.
- 31.6** 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.
- 31.7** 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 he/she has agreed to maintain employee and employer superannuation contributions at the notional full-time rate.
- 31.8** 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-month period. Such an arrangement shall be formally set out in a written agreement between the University and the employee.

## **32. ANNUALISED HOURS (General Staff Employees)**

**32.1** 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).

**32.2** Hours of work may be annualised where it is agreed that this pattern of work reflects the needs of the School or Section or work unit and the employee.

**32.3** 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 fifty-two weeks.

**32.4** 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 fifty two weeks. The employee will receive their normal rate of pay over the twelve month period (or lesser period if the employment contract is less than twelve months) and will be entitled to paid leave for the balance of the year or contracted period where work is not performed.

**32.5** Annualised hours arrangements will be put in place primarily for part-time employment. Full-time employees may be engaged on an annualised hours basis by agreement, but will not be compelled to work under such arrangements.

### **32.6 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.

### **32.7 Public Holidays**

Employees are entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

### **32.8 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.

### **32.9 Additional Hours**

Where in any year an employee works in excess of the number of ordinary hours in the year for which he/she 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.

### **32.10 Accrual of Pay**

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

### **32.11 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.

### **32.12 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:

- (i) 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
- (ii) if an employee has performed work for which he/she has not yet received pay by the employer, the employer will pay to the employee such amount as at the date of termination.

## **33. CONVERSION TO PART-TIME EMPLOYMENT (Retention of Continuing Status)**

**33.1** 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 School, Head of Section, Vice-President, Pro Vice-Chancellor, Deputy Vice-Chancellor or the Vice-Chancellor, elect to reduce their time fraction to no less than 0.5 without loss of continuing status.

**33.2** Employees who have their time fraction reduced under sub-clause 33.1 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.



**34. CONVERSION TO PART-TIME FIXED-TERM CONTRACTS (UniSuper Members Only)**

**34.1** Continuing full-time employees who plan to retire from the University within three 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 School, Head of Section, Vice-President, Pro Vice-Chancellor, Deputy Vice-Chancellor or the Vice-Chancellor, elect to convert their full-time employment to a part-time fraction of 0.5 or more under the following conditions:

**34.1.1** Employees who are not members of UniSuper will not be able to participate in this scheme.

**34.1.2** 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.

**34.1.3** A specific termination date not later than three years from the date of approval of this arrangement will be nominated by the employee.

**34.1.4** There will be no extension of the contract of employment beyond the nominated termination date.

**35. VOLUNTARY EARLY RETIREMENT (Academic Employees)**

**35.1** The University may invite employees to apply for voluntary early retirement on the following terms:

**35.1.1** all academic employees with full-time or fractional continuing appointments shall be eligible to apply;

**35.1.2** the University retains the discretion to approve or not approve any application, having regard to its staffing needs;

**35.1.3** 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 fifty-two weeks' salary. This benefit is additional to other entitlements on retirement.

**35.2** Notwithstanding sub-clause 35.1, the University may invite applications for early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with sub-clause 35.1, provided that any lump sum benefit shall be calculated at a minimum rate of 2 weeks' salary for each year of service, but with no obligation on the University to pay more than a maximum of fifty-two weeks' salary.

**36. MANAGING WORKLOADS - Academic Employees**

**36.1** Workload allocation guidelines will be developed by the Academic Unit through a collegial process and will provide for an equitable, transparent and manageable allocation of workload within the Academic Unit. The guidelines should be generally supported by the academic employees in the Academic Unit to achieve agreed University, School/Unit strategic priorities and goals and without risk to health and safety.

**36.2** The University does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the University's supervisors to ensure that unreasonable expectations are not put on employees that result in working excessive hours and it is the responsibility of employees to ensure they are not working excessive hours.

**36.3** The University is committed to:

**36.3.1** a fair level and distribution of workloads for academic employees recognising the diversity of academic work which can range from staff having research intensive to teaching intensive workloads;

**36.3.2** a transparent process of work allocation that is generally supported by the employees of the Academic Unit; and

**36.3.3** collegiate and consultative processes for workload allocation.

Therefore, workloads will be determined on a fair, transparent and collegial basis taking into consideration:

**36.3.4** the employee's level of appointment and time fraction;

**36.3.5** the needs of early career academic staff to establish their research profile;

**36.3.6** the importance of maintaining an appropriate balance between work and family life;

**36.3.7** the factors and constraints listed in this clause.

**36.4** The University shall take reasonable steps to ensure that employees:

**36.4.1** do not work excessive or unreasonable hours; and

**36.4.2** are not working in excess of any hours of work or limits prescribed by this Agreement; and

**36.4.3** are being paid or otherwise recompensed for their work as an employee under this Agreement.

### **Nature of Academic Work**

**36.5** The parties agree that the workload of teaching and research academic staff consists of:

- 36.5.1** teaching and teaching related activities;
- 36.5.2** scholarship;
- 36.5.3** research;
- 36.5.4** professional and community engagement; and
- 36.5.5** administration;

and that the workload of research-only academic staff consists of:

- 36.5.6** scholarship;
- 36.5.7** research;
- 36.5.8** professional and community engagement; and
- 36.5.9** administration.

**36.6** Academic staff members are entitled to, and shall have workloads which allow them to participate in, an appropriate mix of the activities outlined in sub-clause 36.5 above. The appropriate mix of activities will be determined through consultation between the supervisor and the employee and will recognise opportunities for employees to participate, develop and balance their expertise in all areas of academic activity.

**36.7** An employee engaged full time shall not be required to work more than 1690.5 hours over the course of a calendar year where 1690.5 hours does not include 4 weeks annual leave and public holiday entitlements. It is expected that full time academic employees will normally average 36.75 hours of approved professional activities per week, over a fifty-two week year (less any period of approved leave and public holidays).

### **Workload Allocation Policy**

**36.8** It is the Head of the Academic Unit's responsibility to establish written guidelines for workload allocation, through a collegial and consultative process with employees of the Unit, taking into account the need for flexibility, equity, consistency, balance and transparency in the guidelines.

**36.9** As part of the formulation and development of workload allocation guidelines, the Head of the Academic Unit will provide information to all academic staff in the Unit including:

- research projects for which the School or staff within it are funded;
- student enrolments in all courses;
- total teaching hours committed by the School;
- workforce projections and plans, including plans for new positions;
- new initiatives of the area, including new courses, major course reviews, changes or additions to modes of delivery; and
- the level of casualisation allowed for in the Academic Unit's allocated budget.

**36.10** The annual and other leave plans of the staff member will be taken into consideration in the allocation of workloads. No staff member will be required to make up time, take on additional duties or alter the duties that would normally be undertaken as a result of taking approved leave.

**36.11** If a staff member agrees to undertake additional teaching beyond that provided in their workload allocation their workload allocation will be varied accordingly by reducing their workload within the same period or reducing the teaching load in the next workload allocation period.

**36.12** A staff member who is enrolled for a research higher degree shall be allocated a proportion of time to undertake such studies, provided that their research higher degree supervisor certifies that adequate progress has been made.

**36.13** In determining the allocation of academic workloads, the following will be taken into account:

- modes of delivery;
- the level of courses in which the academic teaches;
- preparation and curriculum development;
- supervision of staff and students;
- research, scholarship, creative production;
- the number of students taught by the academic;
- the number of students moderated by the academic;
- staff development requirements;
- field work supervision;
- internal and external professional work;

- administration, including participation on committees;
- overseas teaching and international commitments;
- intercampus travel;
- industry liaison, research and funding grant applications;
- University and community service;
- reasonable accommodation of carer's responsibilities and/or disability;
- the strategic priorities and goals of the University/School/Unit.

**36.14** The Head of the Academic Unit will, in allocating workloads, also have regard to the following:

- the total number of teaching and/or required hours of attendance worked on a particular day;
- the number of teaching and/or required hours of attendance worked without a break;
- the time off between finishing and starting times of teaching sessions and/or required hours of attendance;
- the number of days of the week during which teaching and/or required duties are scheduled;
- health and safety issues;
- the incidence of night work/after dark work;
- the incidence of overseas work;
- the number of consecutive semesters worked;
- the staff member's general workload;
- the staff member's family needs/responsibilities;
- the staff member's roles not directly linked to their academic appointment, such as health and safety representative, fire warden, harassment officer, ad-hoc University committees and working parties.

**36.15** The established, written guidelines for a workload allocation will be the basis for the Head of the Academic Unit allocating workloads to academic employees in the Unit. Before the promulgation of final workload allocations, employees will be given the opportunity to consult individually or collectively with the Head of the Academic Unit on the proposed workload allocation. The promulgation of final workload allocations will be made in writing to all academic employees in the Academic Unit.

**36.16** Nothing shall prevent a Head of an Academic Unit varying an employee's allocated workload. Any proposed variation in workload allocation will be conveyed to the employee in writing ahead of the variation taking effect with the employee being given an opportunity to consult with the Head of the Academic Unit about the proposed variation.

**36.17** A staff member will not be required to commence teaching or other directed duties within ten hours of the conclusion of a teaching session, or other directed duties, conducted on the previous day.

**36.18** Staff members will not be required to teach more than 26 weeks in any 12-month period although there is provision in sub-clause 36.11 for staff to agree to have additional teaching beyond that provided in their workload allocation.

**36.19** Staff will not be required to undertake scheduled teaching or other directed duties on weekends or public holidays, or before 8.30am or after 8.30pm, without their agreement.

**36.20** Except in the case of a staff member's position description specifying requirements for off-campus teaching, off-campus teaching or other duties requiring off-campus attendance (i.e. at non-University sites) will only be allocated to staff with their agreement and will be accounted for within the employee's workload as outlined above.

#### **Part time Academic Staff**

**36.21** The fraction of employment for part-time teaching and research academic staff is based on the teaching hours required divided by the normal teaching hours of a comparable full-time academic, and then applied to a nominal 36.75-hour week. All of the workload provisions shall apply to part-time staff on the basis of the work being in proportion to that fraction of employment.

**36.22** During the normal weekly hours of employment, in addition to face-to-face teaching or other equivalent delivery of teaching, part-time teaching and research academic staff are required to provide associated duties in the nature of preparation, marking and student consultation.

**36.23** In addition to teaching and associated duties, part-time teaching and research academic staff may be required to participate in the academic and administrative activities of the School and be available on campus for some or all of the nominal hours of employment.

**36.24** In addition to the general information required in an offer of employment, the contract of a part-time employee will also state the fraction of employment, the number of maximum weekly teaching hours cap and the nominal hours of work expected (including the teaching component).

**36.25** The allocation of duties requiring attendance for part-time academic staff shall be done in such a way as to minimise the number of days in each week that the staff member is required to attend, provided that the staff member may request a different distribution of required attendance time.

### **37. MANAGING WORKLOADS - General Staff Employees**

- 37.1** 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.
- 37.2** The University does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the University's supervisors to ensure that unreasonable expectations are not put on staff members that result in working excessive hours and it is the responsibility of staff members to ensure they are not working excessive hours.
- 37.3** Workload allocations will take into consideration the staff member's level of appointment and time fraction 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.
- 37.4** The University shall take reasonable steps to ensure that employees:
- 37.4.1** do not work excessive or unreasonable hours; and
  - 37.4.2** are not working in excess of any hours of work prescribed by this Agreement; and
  - 37.4.3** are being paid or otherwise recompensed for their work as an employee under this Agreement.
- 37.5** In key maintenance functions, which include cleaning (including "residences" cleaners), trades and grounds, the completion of essential tasks through additional staffing will be arranged to cover an employee's absence which has exceeded two days. If it is known at least three days in advance that an employee will be absent for more than two days then the additional cover will be arranged from the first day of the absence.

Whilst preference shall be given to arranging for additional staff or casual staff to ensure that essential tasks are completed when an employee's absence exceeds two days, the University may also engage contractors in such circumstances.

Planning for tasks such as furniture shifts should include adequate notice for the employee involved.

### **38. REDEPLOYMENT**

- 38.1** 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:
- 38.1.1** 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;
  - 38.1.2** retraining and/or reskilling will be made available where necessary provided the employee is agreeable to such retraining/reskilling, etc;
  - 38.1.3** 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;
  - 38.1.4** redeployment of an employee should not be a process for the management of performance issues;
  - 38.1.5** appropriate confidentiality will be maintained;
  - 38.1.6** 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 his or her current salary level, then salary maintenance provisions will apply. This means that an employee, aged forty-five years or more, will have his/her previous salary level maintained for twelve months from the date of redeployment. If the employee is aged forty-four or less, his or her salary will be maintained for a period of six months from the date of his/her 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 he or she has been redeployed.

### **39. INTELLECTUAL PROPERTY**

Intellectual property rights are regulated by University Statutes.

### **40. INTELLECTUAL FREEDOM**

- 40.1** The parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom.

**40.2 Intellectual freedom includes:**

**40.2.1** the rights of all employees to:

- i) participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the institution within which they work or higher education issues more generally;
- ii) make other comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
- iii) express unpopular or controversial views, but this does not mean the right to harass, vilify or intimidate;

**40.2.2** the rights of academic employees to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research;

**40.2.3** the right of all employees to participate in professional and representative bodies, including unions, and engage in appropriate community service;

**40.2.4** the rights of all staff and students to express opinions about the operations of the University and higher education policy more generally.

**40.3** The University will encourage staff to actively participate in the operation of the institution and in the communities the University serves.

**41. 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 LINKED CLASSIFICATIONS**

**42. ACADEMIC CLASSIFICATIONS**

**42.1 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, and can be found at [www.ballarat.edu.au/aasp/staff/personnel/MSALs.shtml#teach](http://www.ballarat.edu.au/aasp/staff/personnel/MSALs.shtml#teach).

**42.2 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, and can be found at [www.ballarat.edu.au/aasp/staff/personnel/MSALs.shtml#research](http://www.ballarat.edu.au/aasp/staff/personnel/MSALs.shtml#research).

| 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

#### **43. GENERAL STAFF CLASSIFICATIONS**

All general staff positions will be classified according to the HEW position classification standards, which are attached as Schedule 6, and can be found at [www.ballarat.edu.au/aasp/staff/personnel/pschew.shtml](http://www.ballarat.edu.au/aasp/staff/personnel/pschew.shtml). 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.

#### **44. POSITION DESCRIPTIONS (General Staff Employees)**

**44.1** The University will maintain specific position descriptions for all general staff positions. Position description content will follow the University-prescribed format and will be consistent with the HEW Position Classification Standards.

**44.2** Position descriptions for existing positions will be reviewed as follows:

**44.2.1** at the time of the annual performance management process which sets goals and objectives for work and development; or

**44.2.2** at any time there is a proposal for job redesign; or

**44.2.3** at the request of the employee or the employee's supervisor.

**44.3** 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.

**44.4** The position description must be approved by each of the supervisor, the Head of School / Section and the job incumbent.

**44.5** If such approval is not achieved in a reasonable time any of the above three parties may refer the matter to the Director, Human Resources who will attempt to resolve the matter by agreement with the parties. If still not resolved, the matter shall then be dealt with according to Clause 70 Resolving Workplace Disputes Arising From This Agreement.

#### **45. RECLASSIFICATION OF POSITIONS (General Staff Employees)**

**45.1** The reclassification of positions shall be considered by a Classifications Committee (the Committee) comprising:

- a Human Resources Manager;
- a general staff member nominated by the Director, Human Resources, with experience in the area of the position being considered for reclassification (but not a supervisor or team member of the employee seeking reclassification, nor a team member from Human Resources); and
- two general staff members nominated by the relevant union.

All Committee members must be trained in the evaluation of position descriptions and interpretation of the HEW position classification standards.

**45.2** Upon lodgment of an application for reclassification with Human Resources, Human Resources will establish the Committee, advise the incumbent of lodgment and provide preliminary procedural advice to the incumbent. The Committee will meet to consider the reclassification application, no later than 4 weeks (or up to 6 weeks if agreed between the parties in a particular instance) after the date of the application being received by Human Resources.

**45.3** The Committee shall apply the HEW Position Classification Standards as the determinant of the classification of positions from HEW 1 to HEW 10.

**45.4** The Committee will consider a reclassification submission from an employee and/or a 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 it now substantially meets the position classification standards at another level.

**45.5** The Committee's deliberations shall be based on the approved position description, a position classification questionnaire, and 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. The position title will play no part in the determination of classification.

**45.6** 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 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 Human Resources including in relation to the format and structure of the position description, and the classification standards.

**45.7** The deliberations of the Committee shall be confidential.

**45.8** The Committee's decision shall be made normally by consensus. If consensus is not achieved, a majority decision prevails and a minority report may accompany the majority decision. The Committee's decision is sent as a recommendation to the Vice-Chancellor for approval.

- 45.9** Where an application for reclassification is unsuccessful, reasons will be supplied in writing to the applicant, from the Committee within a month from the decision being made.
- 45.10** The effective date of an approved reclassification shall be the date on which the application for reclassification is received by Human Resources, unless the Committee recommends an earlier date.

#### **46. RECLASSIFICATION REVIEW**

- 46.1** An employee may write to the Vice-Chancellor within ten 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 the review.
- 46.2** The Vice-Chancellor shall refer the request to a Reclassification Review Committee (Review Committee) comprising:
- 46.2.1** one trained general staff member nominated by the relevant union;
  - 46.2.2** the Director, Human Resources (or nominee); and
  - 46.2.3** a Chair who will be the Vice-President, Corporate Services or a person nominated by the Vice-President, Corporate Services and mutually agreed by the Committee.

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

- 46.3** The request for review must specify which one or more of the following grounds are relied upon:
- 46.3.1** that the process of decision-making was seriously flawed;
  - 46.3.2** that the Committee's deliberations were based on inaccurate or inappropriate documentation;
  - 46.3.3** that the classification descriptors were not properly applied, and/or were applied inconsistently with other comparable classification decisions across the University.
- 46.4** 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.
- 46.5** 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.
- 46.6** The Review Committee will provide reasons for its decision in writing to the relevant parties.
- 46.7** The recommendation(s) of the Review Committee, namely:
- 46.7.1** that the appeal be dismissed; or
  - 46.7.2** that the position should be reclassified, shall be sent to the Vice-Chancellor whose decision is final.
- 46.8** The effective date of an approved reclassification shall be the date on which the application for reclassification was first received by Human Resources, unless the Review Committee recommends an earlier date.

#### **47. LINKED CLASSIFICATIONS (General Staff Employees)**

- 47.1** 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:
- 47.1.1** they have the skills, achieved through training or experience, or a combination of both, to warrant such progression; and
  - 47.1.2** they perform duties that require the skill levels at level 2.

Progression from HEW level 1.3 to HEW level 2.1 shall be automatic unless the relevant supervisor advises the criteria under sub-clauses 47.1.1 and 47.1.2 have not been met

- 47.2** Other HEW positions may be designated as "linked" classifications. Linked classification means the approved linking of two immediate HEW classification levels where the needs of the work area permit the advanced skills, knowledge and experience of the higher level to be performed. Linked classification positions provide staff in linked positions with an opportunity for career advancement and an extended salary horizon. A linked classification is not reclassification (which occurs through the reclassification process) and is not a mechanism for rewarding or recognising individual performance. However, occupancy of a linked position will not be a reason to reject reclassification or rewarding or recognising individual performance.
- 47.3** Directors and Heads may designate positions to be linked. Employees may also request that the relevant Head or Director give consideration to their position being linked.

Linked positions will be within the:

- HEW 2 level
- HEW 3 level

- HEW 4 level
- HEW 5 level
- HEW 6 level
- Designated HEW 7 Information Technology positions in the Information Services Section.

Designated positions in the above HEW levels may be linked one immediate classification level upwards, eg HEW 3 to HEW 4, or HEW 6 to HEW 7, and in the case of designated IT positions, HEW 7 to HEW 8.

Any proposal from a Head or Director will be forwarded to Human Resources for evaluation of the position's linked classification level, and will include an outline of the requirements for work to be performed at the higher level, together with a linked position description questionnaire. In addition, a new position description showing the selection criteria and range of duties for the position at each classification level will need to be submitted. The Director, Human Resources will approve or reject the proposal for linking.

- 47.4** An employee in an approved linked classification position will have the opportunity to move through the incremental structure of their appointed classification level and then advance, subject to the satisfaction of set criteria, to the first increment step of the higher classification level. They are then eligible to advance through the incremental steps of the higher level position on an annual basis subject to the demonstration of satisfactory performance.
- 47.5** Only two classification levels can be linked, eg. HEW 3 to HEW 4.

#### **47.6 LINKED POSITION CLASSIFICATION PRINCIPLES**

- 47.6.1** The linked classification process links two HEW levels together to form an extended classification and pay structure based on job growth. Any approval to create a linked classification position must be based on the needs of the work area and how this relates to the position.
- 47.6.2** There is sufficient need and opportunity for work at a higher, more complex level to justify the establishment of linked classifications.
- 47.6.3** Movement from the lower to the higher classified level is not automatic and can only occur if the criteria for advancement to the higher level are met. Consideration of advancement is normally linked to the Performance Review and Development Program.
- 47.6.4** Positions designated as linked classification positions should be reviewed at the time of filling a vacancy with the purpose of clarifying whether:
- i) a position remains linked; or
  - ii) circumstances have changed and the position needs to return to the lower level; or
  - iii) the position should be considered for reclassification through the job evaluation process.
- 47.6.5** The position description for a linked position will include a description of:
- i) the range of duties and/or accountabilities for the position at each classification level consistent with the descriptors; and
  - ii) the requirements for advancement to the higher classification level.
- 47.6.6** Noting that linking is not to be used to underclassify positions upon establishment, the parties agree that an employee appointed to a vacant linked position will normally commence at the base of the lower level, unless there are sound reasons for commencement at another salary level.
- 47.6.7** Relativity issues with other positions in the School/Portfolio/Section and in some instances across the University must be considered and addressed.

#### **47.7 CRITERIA FOR ADVANCEMENT**

- 47.7.1** Movement from one linked classification level to the next is not automatic and can only occur if all of the following criteria for advancement to the higher linked classification position are met:
- i) demonstrated competency and satisfactory service over a minimum period of 12 months at each incremental point of the lower level (except where an accelerated increment has been approved); and
  - ii) an assessment that the employee meets the training level or qualification requirements and/or relevant experience outlined in the selection criteria for the higher level; and
  - iii) that the work at the higher level is available; and
  - iv) an assessment that the employee meets, at least, the essential criteria of the higher level position.
- 47.7.2** For the purposes of assessment against the specific criteria of education/training at the higher level it is not necessary for the staff member to have completed the training/qualification. Satisfactory progress towards achievement of the relevant requirements is sufficient.

An assessment of the staff member's satisfaction of the above criteria will be made after the staff member reaches the top increment step of the base classification level.



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

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### **48. ANNUAL LEAVE**

**48.1** An employee (other than a casual employee) is entitled to annual leave at the rate of twenty working days 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, and for full-time general staff employees it is 147 hours. Part-time employees will accumulate an annual leave entitlement pro rata to the full-time entitlement according to their fraction.

**48.2** Employees are encouraged to take annual leave to promote a healthier workplace. 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 twenty working days annual leave as a single continuous period.

**48.3** Where a public holiday occurs during the period of annual leave and such holiday is observed by the University, 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** Up until 31 January 2011, an employee with annual leave accruals exceeding twenty-four (24) months' entitlement (40 days) may be directed by the University to take up to two weeks leave at that time. If the situation in this sub-clause arises, the manager and the employee must discuss dates for the taking of leave by agreement. If no agreement is reached, the manager may specify the dates that leave is to be taken and the employee must take leave on the dates specified and their leave credits will be reduced.

**48.4.2** Commencing 1 February 2011, a Head of School, Director, Vice-President, Pro Vice-Chancellor, Deputy Vice-Chancellor or the Vice-Chancellor may direct an employee with annual leave accruals exceeding eighteen (18) months' entitlement (30 days) to proceed on annual leave on three (3) months' minimum notice with the intention that such accrued leave will be reduced to less than 20 days once the leave has been taken.

**48.4.3** With the approval of the Vice-Chancellor or his/her nominee, an employee may accumulate recreation leave up to a maximum of forty (40) working days.

#### **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 for three or more consecutive working days 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 days 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) will be entitled to payment of an annual leave loading equal to 17.5% of four weeks salary in December each year, subject to a maximum payment equal to the Commonwealth Statistician's average weekly total earnings of all males (Australia) for the preceding September quarter.

Provided that an employee with less than twelve 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.

### **50. SICK LEAVE**

**50.1** An employee (other than a casual employee) is entitled to sick leave on full pay at the rate of fifteen working days for each completed year of service from the date of appointment. Such leave will be credited twelve months in advance and for University purposes, sick leave will be recorded in hours, not days. The annual sick leave entitlement for full-time academic employees is 114.0 hours (7.6 hours per day), and for full-time general staff employees it is 110.25 hours (7.35 hours per day). One day's absence on sick 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 sick leave entitlement. Part-time employees are entitled to fifteen days sick 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 twenty-four months or more will be credited on appointment with the equivalent of two years entitlement to cover the first two years of service. Part-time employees will have a *pro rata* entitlement;

**50.1.2** an employee appointed on a fixed-term contract for a period of less than twenty-four 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 fifteen days sick leave, the University shall be entitled to recoup any days in excess of fifteen 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** Sick leave will accumulate if not taken.

**50.3** Where practicable, the employee shall, within three hours of the commencement of such absence, inform his/her supervisor or nominee of their inability to attend for duty and as far as practicable, state the estimated duration of the absence.

**50.4** For any period of absence in excess of three consecutive working days or in excess of six aggregate working days in any year of service, the staff member will as soon as reasonably practicable, furnish a medical certificate from a registered health practitioner. If it is not reasonably practicable for the staff member to provide such a medical certificate, the staff member must provide a statutory declaration. Where a staff member does not produce a medical certificate or statutory declaration as requested by this Clause, the absence shall not be granted as sick leave, but shall be granted as sick leave without pay (unless the staff member could not comply with the requirement because of circumstances beyond the staff member's control). Provided that such absence without a medical certificate may be deducted from the staff member's annual leave at the staff member's request.

**50.5** Where a Public Holiday observed by the University falls during a period of sick leave, no deduction will be made from the sick leave credits of the employee for that day.

**50.6** An employee may convert sick leave on full pay to sick leave on half pay at any time.

**50.7** Where a period of sickness of three days or more 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 unfit for duty during that period, the absence shall be counted as sick leave, and that period of annual leave or long-service leave shall be re-credited to the staff member.

**50.8** Where an employee is continuously absent from duty because of illness beyond a period of thirteen 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.

**50.9** An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required by a medical practitioner to remain in isolation 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 sick leave credits.

**50.10** 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 fifteen days during each year of service and will not be deducted from sick leave credits. Such leave will accumulate if not taken provided that the total of the accumulated leave will not at any time exceed one hundred days.

## **51. LONG-SERVICE LEAVE**

**51.1** An employee shall be entitled to long-service leave of thirteen weeks after ten 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 51.13.2.

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.

**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 service has been other than constant, the entitlement shall be calculated on the basis of the employee's mean average fraction calculated over the total period of recognised service.

**Example 1:** An employee works 5 years at half-time, then 5 years at full-time and becomes eligible for 13 weeks of long-service leave. That employee would be entitled to elect between the following two arrangements:

Arrangement 1:

- (a) take 13 weeks off; and
- (b) be paid at 75% of his/her normal full-time salary during that leave.

Arrangement 2:

- (a) take 9.75 weeks off (75% of 13 weeks); and
- (b) be paid at 100% of his/her normal full-time salary during that leave.

In either case, the balance of leave outstanding would be zero.

**Example 2:** An employee works 5 years at full-time, then 5 years at half-time and becomes eligible for 13 weeks of long-service leave. That employee would be entitled to:

- (a) take 13 weeks off; and
- (b) be paid at 75% of the normal full-time salary during that leave.

The balance of leave outstanding would be zero.

**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 ten 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 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 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;

**51.4.2** the amount of service with previous employers recognised for long-service leave purposes shall not exceed ten years.

**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 years be completed before an employee is eligible to take long-service leave.

**51.6** Subject to sub-clause 51.7, an employee with ten or more years of service shall be entitled to take long-service leave at a time of his or her choosing provided that at least six 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 97.5 days or more, the University may give the employee written notice to take up to three months of such leave, at a time suitable to the University's operational requirements. Provided that:

**51.7.1** the University shall give the employee written notice at least twelve months before the date on which the leave must commence;

**51.7.2** 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;

**51.7.3** the employee shall not be required to take long service within 24 months of the intended date of the employee's retirement;

**51.7.4** the minimum period of leave that the University can require an employee to take shall be thirty days;

- 51.7.5** 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 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, his or her 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 7 years or more of service, including service recognised with another employer. This applies only when employment ceases; employees still working must have 10 years continuous service recognised prior to taking any long-service leave. For example, an employee who resigns after 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 years continuous service;
- 51.9.2** after four years service with the University, the employee retires on the grounds of ill health, age, or the employee dies;
- 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** Once the defined period of make-up-pay (as referred to in Clause 60) ceases and an employee remains on Workers' Compensation (WorkCover), any entitlement to further leave accrual in respect of long-service leave ceases.
- 51.12** An employee cannot elect to cash out any of his/her long-service leave entitlement, except in the circumstances described in sub-clause 51.9.
- 51.13 Casual Employees**
- 51.13.1** A casual employee who has had continuous employment with the University of Ballarat of 10 years or more service shall be entitled to long-service leave, calculated on their average service fraction, over the full 10 years of continuous service. Prior employment with other employers does not count towards any long-service leave entitlement.
- 51.13.2** 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 months between each instance of employment in the period; or
  - ii)** there is more than an absence of three months between two particular instances of employment but the length of the absence is due to the terms of the engagement of the employee by the University;
  - iii)** 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**

The aims of this Clause are to enhance further the ability of University employees to balance their work and non-work commitments, and to attract and retain female employees.

Parental leave is leave associated with the birth or adoption of a child.

For the purposes of this clause, "eligible casual employee" means a casual employee employed by the University on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

Following the passing of legislation concerning the Australian Government's proposed Paid Parental Leave Scheme (PPL), the University and the Unions will meet to discuss the PPL's interaction with the parental leave provisions of this Agreement.

### **52.1 Maternity Leave**

The provisions of this sub-clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

**52.1.1** An employee who becomes pregnant is entitled to a period of up to fifty-two weeks maternity leave. Such leave will be taken within the period from twenty weeks before the expected date of delivery to fifty-two weeks after the commencement of the period of paid leave.

**52.1.2** By agreement with the University, the maternity leave may be taken in more than one consolidated period.

## 52.2 Adoption Leave

The provisions of this sub-clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

- 52.2.1** An employee who adopts a child is entitled to a period of up to fifty-two weeks of adoption leave, commencing from the date of placement of the child.
- 52.2.2** Adoption leave may not be accessed for a child who has been living with the partner (including same-sex partner) of an employee prior to the employee adopting the child, and can only be accessed when the employee becomes the legal parent of the child and is the primary care-giver (i.e. the employee (parent) has dedicated responsibility for the day-to-day care of the child).

## 52.3 Conditions for Maternity and Adoption Leave

- 52.3.1** Where an employee (other than a casual employee) has completed less than twelve months service at the time the leave is to begin, one week for each completed month of service of this maternity or adoption leave will be on full pay. A return-to-work bonus does not apply.
- 52.3.2** Where the employee (other than a casual employee) has completed twelve months service at the time the leave is to begin, fourteen weeks of this maternity or adoption leave will be on full pay and an additional return-to-work bonus of up to the equivalent of twelve weeks salary will be paid. The return-to-work bonus is repayable if the employee does not return to work.
- 52.3.3** The return-to-work bonus will be used to facilitate re-entry into the workplace and may be used in any of the following ways:
- paid as normal salary over six fortnights;
  - to offset associated costs, such as childcare;
  - working reduced hours on a graduated return to work program;
  - as a cash grant to re-establish an academic career.
- 52.3.4** the employee may apply to access all or part of the return-to-work bonus prior to returning to work.
- 52.3.5** For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.
- 52.3.6** An employee may elect to take the paid maternity or adoption leave entitlement at half pay. All leave accruals and superannuation contributions during the period of paid maternity or adoption leave at half pay will be calculated on a *pro rata* basis.
- 52.3.7** In addition to the period of fifty-two weeks leave referred to in sub-clauses 52.1 and 52.2 an employee may apply to the University for additional unpaid leave. Subject to operational requirements, an additional period of up to twelve months unpaid leave will be granted.
- 52.3.8** If requested by an employee, any paid portion of parental leave may be paid as a lump sum.

## 52.4 Partner Leave

The provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other casual employees.

An employee will be entitled to partner leave as follows:

- 52.4.1** Where the partner (who is an employee) is not the primary care-giver of the child, she or he will be entitled to ten working days paid partner leave, or five working days unpaid partner leave in the case of an eligible casual employee, to be taken during the period three months prior to and three months after the birth or placement of the child. For fractional or part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
- 52.4.2** Where the partner (who is an employee) is the primary care-giver of the child, she or he will be entitled to leave in accordance with sub-clause 52.4.1 above, and a further unbroken period of fifty weeks unpaid leave, or fifty-one weeks unpaid leave in the case of an eligible casual employee. This entitlement shall be reduced by any period of maternity or adoption leave taken by the other partner and shall not be taken at the same time as that maternity or adoption leave, except during the three weeks following the birth or placement of the child.
- 52.4.3** In addition to the periods of partner leave referred to in sub-clause 52.4.2 above, a partner who is an employee (other than a casual employee) may apply to their supervisor for additional unpaid partner leave. Subject to operational requirements, an additional period of up to twelve months unpaid leave will be granted.

## **52.5 Foster Parent Leave**

From the time that the child enters their care, an employee (other than a casual employee) acting as the primary carer of a foster child on a long-term placement will be entitled to:

- 52.5.1** three weeks leave on full pay or six weeks leave on half pay if the child is younger than five;
- 52.5.2** two weeks leave on full pay or four weeks leave on half pay if the child is five and over.

## **52.6 General Conditions of Leave**

- 52.6.1** Unless it is impracticable, an employee will provide their supervisor with at least ten weeks notice of the intention to take parental leave and at least four weeks notice of the date on which the parental leave will commence.
- 52.6.2** An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
- 52.6.3** Adoption leave may be taken by either parent, except that where both parents are employed by the University, one employee's paid adoption leave entitlement will be reduced by any period of paid adoption leave taken by the employee's partner (including same-sex partner).
- 52.6.4** Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the University.
- 52.6.5** The University may direct an employee to commence maternity leave at any time within six weeks before the expected date of birth, provided that:
  - i)** written notice of such a direction of at least fourteen working days shall be given to the employee;
  - ii)** the employee shall be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that she is fit to work.

## **52.7 Fixed-term Appointments**

- 52.7.1** An employee employed 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-clauses 52.7.2 and 52.7.3 below.
- 52.7.2** An employee employed on a fixed-term contract of employment whose contract expires when she is at least twenty weeks pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the fourteen week paid maternity leave entitlement subject to fulfilling any eligibility requirements unless:
  - i)** she was offered and refused another contract of employment (on grounds other than pregnancy) broadly comparable to her existing position; or
  - ii)** a significant majority of the duties and responsibilities of the existing position are no longer being performed.
- 52.7.3** An employee employed on a fixed-term contract who is on maternity 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 twelve months from the date of taking maternity leave, will be entitled to the fourteen week paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this Clause.

## **52.8 Continuity of Service and Other Conditions of Employment**

- 52.8.1** Absence on parental leave will not break continuity of service with the University.
- 52.8.2** Absence 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.
- 52.8.3** Incremental progression will continue during periods of paid parental leave and will not be affected by periods of unpaid parental leave where that leave is for periods of less than six months.
- 52.8.4** Absence on unpaid parental leave will not count as service for the purposes of:
  - i)** long-service leave unless the employee has completed ten years service with the University and the period of unpaid parental leave taken is less than 6 months; or
  - ii)** annual leave.
- 52.8.5** An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long-service leave.

## **52.9 Unplanned Cessation of Parental Leave**

**52.9.1** If parental leave has commenced, or has been approved but not commenced, and:

- i)** in the case of maternity leave, the pregnancy of the employee 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
- ii)** in the case of adoption leave, the child dies during the period that the employee is on leave;

the employee will be entitled to a maximum of fourteen weeks paid leave from the date or expected date of birth or placement of the child and to other unpaid leave as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer periods as may be certified by a medical practitioner up to a maximum of twelve months.

**52.9.2** A medical certificate will be required to support any period of leave pursuant to sub-clause 52.9.1 above.

## **52.10 Resumption of duty**

**52.10.1** An employee shall confirm his/her intention to return to work by providing written notice to the relevant supervisor of not less than eight weeks prior to the expiration of the period of parental leave.

**52.10.2** One of the benefits of providing effective leave around maternity 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.

**52.10.3** Where the employee's parental leave absence is twelve months or less, the employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, or if the employee is returning to work after an absence of more than twelve months, the University shall endeavour to employ her/him in a position commensurate with the classification and duties for which he/she 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.

**52.10.4** An employee on parental leave will be consulted concerning any significant change in responsibilities of the position she or he held before commencing parental leave.

**52.10.5** An employee returning to duty after working a reduced time fraction because of the pregnancy 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.

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

**52.10.7** An employer must not fail to re-engage a casual employee because:

- i)** the employee or employee's spouse is pregnant; or
- ii)** the employee is or has been immediately absent on parental leave.

## **52.11 Return to Work on a Part-Time Basis Following Parental Leave**

**52.11.1** 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.

**52.11.2** 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.

**52.11.3** An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.

**52.11.4** If it is not practicable for an employee to resume work on a part-time basis in the position which s/he held prior to taking parental leave, the employee will be so advised and provided with justifiable reasons as to why the request cannot be complied with. However, if in such circumstances the University identifies a suitable vacant position in which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to that position for the period of part-time employment.

**52.11.5** Where a period of part-time employment and a period of parental leave are for a total period of twelve months or less, the employee is entitled to return to the position held immediately before taking parental leave. If that position no longer exists, or if the total of part-time employment and parental leave is more than twelve months, the employee will return to a position commensurate with the classification and duties for which he/she 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. CARER'S LEAVE AND ADDITIONAL LEAVE**

**53.1** An employee (other than a casual employee) who is required to provide care or support to a member of the employee's immediate family or a member of the employee's household who requires care and support because of personal illness or injury or an unexpected emergency affecting the employee is entitled to the five days paid carer's leave, within a twelve month period as well as a further five days in a twelve month period to be taken as carer's leave drawn from sick leave accruals (making a total of 10 days paid carer's leave for the 12 month period).

**53.2** an employee (other than a casual employee) may be granted up to five (5) days additional leave with pay in a twelve month period (for part-time employees, a *pro rata* basis will apply) under circumstances including but not limited to:

- emergencies/unplanned events/family crisis (that do not otherwise qualify as carer's leave);
- ceremonial leave for Indigenous Australian employees. In addition, Indigenous Australian employees shall be entitled to up to a maximum of ten days unpaid leave in any twelve month period for the purpose of fulfilling cultural/ceremonial obligations;
- observance of religious/culturally significant days;
- caring for a child on a pupil-free day;
- moving house (principle place of residence of an employee only);
- medical, therapeutic or business appointments of a close relative or friend (who are not covered by the definition of immediate family or household member) who is dependent on the employee for this particular appointment;
- leave to participate in national and international level major sporting competitions as a designated competitor or official;
- leave to attend court proceedings;
- leave to donate blood;
- 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, marriage/family matters, or compulsive gambling, paid personal leave may be granted to attend an approved rehabilitation program;
- other special circumstances as approved.

In cases 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.

#### **53.3 The definition of "immediate family" covers:**

**53.3.1** a spouse (including a former spouse, a *de facto* spouse, a former *de facto* spouse, and same sex partner);

**53.3.2** a child (including an adopted child, a step-child or an ex-nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee or spouse of the employee;

**53.3.3** a relative who lives with the employee in the same household.

**53.4** Carer's leave and additional leave are not cumulative.

**53.5** The employee must notify the University as soon as reasonably practicable of their inability to attend for duty on the basis that they will be absent on carer's leave and, as far as practicable, state the estimated duration of the absence.

**53.6** For any period of absence on paid carer's leave in excess of three consecutive working days, or in excess of six 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.

**53.7** If the care or support is required because of an unexpected emergency affecting the member of the employee's immediate family or household, the employee must provide a statutory declaration.

**53.8** 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 carer's 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.

**53.9** An employee who has used their annual entitlement to paid carer's leave or who is a casual employee may take up to two day's unpaid carer's 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.

**53.10** The employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements set out in sub-clauses 53.5 and 53.6 above.

**53.11** An employee entitled to a period of unpaid carer's leave under sub-clause 53.9 for a particular occasion is entitled to take the leave as:

- 53.11.1** single, unbroken period of up to two days; or



53.11.2 any separate periods to which the employee and the University agree.

**53.12 General Conditions relating to the Application and Approval of Additional and Carer's Leave:**

53.12.1 an application for carer's leave or additional leave utilising a Leave Absentee Form must be submitted to the relevant supervisor delegated for leave approval;

53.12.2 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);

53.12.3 the Leave Absentee Form for carer's leave or additional leave must outline the reason or the requested leave and the estimated length of absence;

53.12.4 the relevant supervisor may require reasonable evidence in support of an application for additional leave.

53.12.5 where all additional leave entitlements for which an employee is eligible have been exhausted, the employee may request their relevant supervisor to consider whether they may be granted access to further accrued sick leave credits, recreation leave or long-service entitlements, or alternatively by taking leave without pay to cover any further period of absence for additional leave.

53.12.6 carer's leave or additional leave may not be used to substitute for childcare or dependent care arrangements on a school holiday or during normal school holiday periods.

**54. COMPASSIONATE LEAVE**

54.1 An employee (other than a casual employee) is entitled to a period of two days of 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 his or her life; or

54.1.2 after the death of a member of the employee's immediate family or household.

54.1.3 an employee may add to the two days paid compassionate leave by utilising the five days additional leave referred to in Clause 53, e.g. an employee could add up to five days leave to the two days compassionate leave to attend a funeral overseas, provided the five days has not already been used.

54.2 An employee entitled to a period of compassionate leave under sub-clause 54.1 for a particular occasion is entitled to take the compassionate leave as:

54.2.1 a single, unbroken period of two days; or

54.2.2 two separate periods of one day each; or

54.2.3 any separate periods to which the employee and the University agree.

54.3 In order to be entitled to compassionate leave, the employee must provide to the University any evidence that the University reasonably requires of the illness, injury or death.

54.4 A casual employee is entitled to the provisions of this clause excepting that all compassionate leave taken shall be unpaid and the additional leave referred to in sub-clause 54.1.3 shall not apply.

**55. MISCELLANEOUS LEAVE**

55.1 An employee (other than a casual employee) is entitled to paid leave in the following circumstances:

55.1.1 to attend court for the purpose of jury service;

55.1.2 if a member of the Defence Reserve Force, to attend an annual training camp and up to two classes or courses of instruction each year;

55.1.3 if 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;

55.1.4 where the employee responds to a call for volunteers to meet a declared bushfire or other emergency;

55.2 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.

55.3 A casual employee is entitled to the provisions of this clause excepting that all leave shall be unpaid.

**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 twenty working days;
  - 56.1.3 any period of sick leave without pay not exceeding in the aggregate twenty 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;
  - 56.1.6 any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty 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 months. This also applies to former University employees who re-join the University after a period of six 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 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 ten years 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.

## **58. PUBLIC HOLIDAYS AND CHRISTMAS/NEW YEAR CLOSEDOWN**

### **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; and
  - ii) those prescribed by the relevant government authority as Australia Day, ANZAC Day, Queen's Birthday and Labour Day.
- 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 or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 58.1.5 Where in Victoria or in the relevant local government area or locality other public holidays are declared or prescribed holidays other than those set out in sub-clause 58.1.1, those days, subject to sub-clause 58.2.2, shall constitute additional paid holidays for the purpose of this agreement.
- 58.1.6 The University and its employees may agree to substitute another day for any holiday prescribed in this Clause.

### **58.2 Christmas/New Year Closedown**

- 58.2.1 The University will close normal operations between Christmas Eve and the working day following the New Year's Day holiday.

**58.2.2** The closedown period will constitute five week-days during which the University will be closed. Two of these days will be observed as Christmas Day and Boxing Day holidays (or holiday(s) in lieu thereof) and the three remaining days will be granted to all employees as *ex-gratia* paid days over and above any annual leave award entitlement and on the basis that no days will be taken with respect to or in lieu of Ballarat or Melbourne Cup and Show Day holidays.

#### **59. OUTSIDE STUDIES PROGRAM (Academic Employees)**

**59.1** Following consultation with University employees and the NTEU, an Outside Studies Program (OSP) Policy will be finalised and implemented from the beginning of Semester 1, 2010. The OSP will enable 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 also an appropriate matter for OSP.

**59.2** All academic employees holding a continuing or fixed-term appointment will be eligible to apply for OSP after three 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)** practise 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 AND INSURANCE**

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#### **60. LEAVE AND MAKE-UP PAY TO INCAPACITATED EMPLOYEES**

**60.1** An employee who suffers injury causing partial or total incapacity for work, who receives compensation in respect of such incapacity pursuant to the Workers' Compensation Act 1958 and/or the Accident Compensation Act, shall be granted leave and shall be paid make-up pay by the University in accordance with sub-clause 60.2 below.

**60.2** Leave and make-up pay shall not exceed a continuous period of fifty-two (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one injury. The amount of make-up pay shall be the difference between the amount of weekly compensation received by the employee and the pre-injury average weekly earnings of the employee. An employee who receives workers' compensation leave will have any sick leave credits that were used during the period of the injury re-credited.

**60.3** An employee who recovers damages in respect of the injury for which he/she 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.

**60.4** 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 an office equivalent to that occupied by the employee immediately prior to the occurrence of the injury.

**60.5** Once the defined period of make-up pay referred to above ceases and an employee remains on workers' compensation (WorkCover), any entitlement to further leave accrued in respect of recreation leave, sick leave or long service leave ceases.

#### **61. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL HEALTH**

**61.1** Where an academic supervisor, Head of School/Section considers that the capacity of an employee to perform the duties of his or her position is in serious doubt due to health reasons, he/she 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 School/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 Pro Vice-Chancellor/Deputy Vice-Chancellor or Vice-President for further action. The supervisor should clearly advise the Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President 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 Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President is of the view that genuine health issues may exist which would prevent the employee performing his/her duties, the Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President 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 Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President will provide an employee with written notice that he/she must present within two months for a medical examination. Where the employee elects to apply to his/her 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 Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President and to the employee.
- 61.6** If the medical examination referred to in sub-clause 61.3 above finds that:
- the condition is essentially irreversible;
  - the employee is unable to perform his/her duties (or suitable alternative duties) with the provision of reasonable workplace adjustments; and
  - the employee is unlikely to be able to resume duties within a reasonable period, being not less than twelve 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 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, he/she may do so by advising the Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President 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 month of the employee's notice of his/her intention to appeal. Where an employee is unable to lodge an appeal within one 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 his/her 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 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;
  - 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**

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### **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 School/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 School/Section/University.
- 63.1.3** regular feedback to employees and their supervisors to enable them to fulfill 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.
- 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 a range of staff development opportunities including but not restricted to:

- 63.5.1** programs and consultative services on teaching and teaching development;
- 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:

- new members of staff;
- ongoing staff development;
- training of Chairs and Heads of Schools or other equivalent organisational units;
- training of supervisors in staff assessment techniques.

### **64. SUPERVISOR TRAINING**

**64.1** The University shall provide training in the following areas for supervisors:

- induction;
- assessment of job performance rather than individual characteristics;
- staff assessment techniques and the provisions of this Agreement;
- 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 Head of School is the supervisor of each academic employee in the 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. MANAGING UNSATISFACTORY PERFORMANCE**

- 66.1** 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.
- 66.2** This clause applies to all staff except casuals and probationary staff, provided that termination of employment by the University on the grounds of unsatisfactory performance does not apply to fixed term staff.
- 66.3** 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.
- 66.4** The University shall 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 67 the procedures of this clause are not required, but the procedures of Clause 67, including notice periods and review procedures, must be followed.
- 66.5** Disciplinary action may only be taken by the Vice-Chancellor and only in accordance with this Agreement.
- 66.6** Nothing in this clause prevents the Vice-Chancellor referring a question of unsatisfactory performance to a supervisor for appropriate action.
- 66.7** 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.
- 66.8** In the event that 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.
- 66.9** 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 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.
- 66.10** Where the supervisor believes that the processes referred to in sub-clause 66.9 have resolved the concern, then no further action shall be taken.
- 66.11** Where a supervisor believes that the processes referred to in sub-clause 66.9 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:
- 66.11.1** the expected standard of work, including appropriate performance indicators;
  - 66.11.2** how the employee's work does not meet that standard;
  - 66.11.3** any required skill development or training to be provided; and
  - 66.11.4** 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 Head of School, Director, Pro Vice-Chancellor/Deputy Vice-Chancellor/Vice-President. At the request of the staff member, the supervisor will consult with colleagues in the School before making the report.

- 66.12** 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 School/Section may appoint an independent person from outside the employee's work area to undertake the assessment.
- 66.13** If the employee has met the expected standard of performance at the end of the review period, no further action will be taken.
- 66.14** 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 School/Section and will forward the final assessment, together with the progress reports, employee's comments and any other relevant documentation to the Vice-Chancellor, together with a recommendation for action, which may include disciplinary action. A copy of the final assessment will also be given to the employee.
- 66.15** The Vice-Chancellor will write to the employee asking him or her to provide written reasons within ten days as to why the recommendation should not be adopted.
- 66.16** On receipt of the report and any response by the staff member the Vice-Chancellor shall investigate the matter within 20 working days and shall interview the staff member. The staff member may be accompanied at the interview by a union representative or a colleague who is not a practising solicitor or barrister.
- 66.17** The purpose of the investigation by the Vice-Chancellor is to establish whether:
- 66.17.1** the staff member was made aware of the nature of the unsatisfactory performance;
  - 66.17.2** an adequate opportunity to respond was given and any response was taken into account;
  - 66.17.3** appropriate consultation with the staff member's colleagues has occurred;
  - 66.17.4** a performance problem exists;
  - 66.17.5** a reasonable opportunity to remedy the performance problem was provided.
- 66.18** The Vice-Chancellor may then decide to:
- 66.18.1** take no further action;
  - 66.18.2** refer the matter back to the supervisor to ensure that the steps referred to in sub-clause 66.17 are complied with in substance and in a manner appropriate to the circumstances; or
  - 66.18.3** take disciplinary action.
- 66.19** The Vice-Chancellor shall inform the staff member in writing of the decision. A decision for disciplinary action will take effect no earlier than five working days from the date of the Vice-Chancellor's written advice.
- 66.20** The staff member may request a review of the Vice-Chancellor's decision by writing to the Vice-Chancellor within five working days of receiving the decision.

#### **Unsatisfactory Performance Review Committee**

- 66.21** The Vice-Chancellor shall refer a request for review to an Unsatisfactory Performance Review Committee (the Committee), which shall be convened without undue delay.
- 66.22** The Committee shall consist of three members, chosen as follows:
- 66.22.1** an independent Chair agreed between the Vice-Chancellor and the relevant union;
  - 66.22.2** a person from within the University chosen by the union; and
  - 66.22.3** a person from within the University chosen by the Vice-Chancellor

#### **Terms of reference and procedures of the Committee**

- 66.23** The term of reference of the Committee is to review the decision of the Vice-Chancellor by reviewing the application of the procedures in sub-clauses 66.9 to 66.17. This review will take account of any corrective action by the Vice-Chancellor under sub-clause 66.18.2.
- 66.24** The Committee shall conduct its proceedings as a Committee of Inquiry and shall:
- 66.24.1** meet in camera, unless the staff member and the Vice Chancellor agree otherwise;
  - 66.24.2** allow the staff member and the Vice-Chancellor to be assisted or represented by an agent of their choice who is a staff member of the University but who is not a practising solicitor or barrister, or by an officer or staff member of the union (in the case of the staff member) or of AHEIA (in the case of the University);
  - 66.24.3** provide an opportunity for the staff member to be interviewed by it and ensure that he/she has adequate opportunity to answer findings of unsatisfactory performance and to put his/her case;
  - 66.24.4** interview any person it thinks fit to establish the merits or facts of the particular case;
  - 66.24.5** 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);

- 66.24.6** ensure that the staff member (or his/her representative) and the Vice-Chancellor (or the Vice-Chancellor's representative) have the opportunity to ask questions of interviewees, and to make submissions. They also will have the right to present and challenge evidence;
- 66.24.7** conduct proceedings as expeditiously as possible consistent with the need for fairness; and
- 66.24.8** take into account other material it believes appropriate to the case.
- 66.25** The Committee shall provide a report of its findings to the Vice-Chancellor and the staff member within 30 working days of the first day of hearing.
- 66.26** If the Committee concludes that the procedures set out in sub-clauses 66.9 to 66.17 were not properly followed the Vice-Chancellor shall reconsider the earlier decision in light of the Committee's report but may first take steps to remedy any perceived unfairness as may seem reasonable to the Vice-Chancellor.
- 66.27** If the Vice-Chancellor is then of the view that there has been no unsatisfactory performance, the Vice-Chancellor shall immediately inform the staff member in writing, and may, by mutual agreement with the staff member, publish the advice in an appropriate manner.
- 66.28** If the Committee concludes that the procedures set out in sub-clauses 66.9 to 66.17 were followed properly, the Vice-Chancellor shall confirm the decision in sub-clause 66.18, to take effect from the date specified or as otherwise determined by the Vice-Chancellor.
- 66.29** The actions of the Vice-Chancellor in sub-clauses 66.27 and/or 66.28 shall be final, provided that nothing shall exclude the jurisdiction of any external court or tribunal which is competent to deal with the matter.
- 66.30** Both the employee and the University, if they choose, may have a representative at the formal stage in sub-clause 66.11 and at any subsequent step of the procedure outlined above.

#### **Notice Periods**

- 66.31** Where, in accordance with sub-clause 66.18 or subclause 66.28, the Vice-Chancellor has decided to terminate the employment of a staff member, notice or payment in lieu shall be as provided in sub-clauses 66.32 to 66.34, or as provided in the contract of employment, whichever is the greater.
- 66.32** The staff member shall receive the following minimum period of notice of their last day of duty as follows:
- | <b>Period of continuous service</b>                   | <b>Period of notice</b> |
|---|-------------------------|
| 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                 |
- 66.33** 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 years continuous service with the University shall receive an additional one week of notice.
- 66.34** 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.

#### **67. DISCIPLINARY ACTION FOR MISCONDUCT/SERIOUS MISCONDUCT**

- 67.1** This clause applies to all staff except casuals.
- 67.2** 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.
- 67.3** The University shall 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 66, the procedures of this clause are not required, but the procedures of Clause 66, including notice periods and review procedures, must be followed.
- 67.4** 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.
- 67.5** 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.
- 67.6** The Vice-Chancellor shall consider any allegation of misconduct and/or serious misconduct.
- If the Vice-Chancellor believes the allegation(s) warrants further investigation the Vice-Chancellor shall:
- 67.6.1** 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
- 67.6.2** require the employee to submit a written response within ten working days.



- 67.7** 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 refer the matter to a Misconduct Investigation Committee; or
- 67.7.1** counsel and/or censure the employee for unsatisfactory behaviour and take no further action; or
  - 67.7.2** take no further action.
- 67.8** 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.
- 67.9** 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 his/her decision and the operative date of any disciplinary action.

#### **Misconduct Investigation Committee**

- 67.10** Where a matter is referred to a Misconduct Investigation Committee (the Committee) the Vice-Chancellor shall convene the Committee without undue delay.
- 67.11** The Committee shall consist of three members, chosen as follows:
- 67.11.1** an independent Chair agreed between the Vice-Chancellor and the relevant union;
  - 67.11.2** a person from within the University chosen by the union; and
  - 67.11.3** a person from within the University chosen by the Vice-Chancellor.

#### **Terms of reference and procedures of the Committee**

- 67.12** The terms of reference of the Committee are to report on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.
- 67.13** The Committee shall conduct its proceedings as a Committee of Inquiry and shall:
- 67.13.1** meet in camera, unless the employee and the Vice-Chancellor agree otherwise;
  - 67.13.2** 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);
  - 67.13.3** provide an opportunity for the employee to be interviewed by it and ensure that he/she has adequate opportunity to answer allegations of misconduct or serious misconduct and to put his/her case. The Committee may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
  - 67.13.4** interview any person it thinks fit to establish the merits or facts of the particular case;
  - 67.13.5** conduct all interviews in the presence of the employee (or the employee's representative) and the Vice-Chancellor (or the Vice-Chancellor's representative);
  - 67.13.6** ensure that the employee (or his/her representative) and the Vice-Chancellor (or the Vice-Chancellor's representative) have the opportunity to ask questions of interviewees, and to make submissions. He/she also will have the right to present and challenge evidence;
  - 67.13.7** conduct proceedings as expeditiously as possible consistent with the need for fairness;
  - 67.13.8** take into account other material it believes appropriate to the case.
- 67.14** The Committee shall provide a report of its findings to the Vice-Chancellor and the employee within 30 working days of the first day of hearing.
- 67.15** Having considered the Committee'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**

- 67.16** 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 or his or her nominee.
- 67.17** Written notification of the suspension, including the grounds for suspension, will be provided to the employee at the time of the suspension.

**67.18** Any such suspension shall be subject to the following conditions:

- 67.18.1** 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;
- 67.18.2** the employee may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
- 67.18.3** the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship; and
- 67.18.4** where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Committee at its first meeting shall consider whether suspension without pay should continue. The Committee may make a recommendation to the Vice-Chancellor.

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

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

#### **Notice Periods**

**67.21** Where, in accordance with sub-clause 67.9 or sub-clause 67.15, the Vice-Chancellor has decided to terminate the employment of an employee, notice or payment in lieu shall be as provided in sub-clauses 67.22 to 67.23, or as provided in the contract of employment, whichever is the greater.

**67.22** The employee shall receive the following minimum period of notice of their last day of duty as follows:

| <b>Period of continuous service</b>                    | <b>Period of notice</b> |
|--|-------------------------|
| 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                 |

**67.23** 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 years continuous service with the University shall receive an additional one week of notice.

**67.24** 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.

**67.25** Having first followed the procedure in Clause 67, 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.

## **68. REDUNDANCY**

### **68.1 Academic Employees**

**68.1.1** These provisions apply to academic employees holding continuing appointments and do not apply to fixed-term, probationary or casual academic employees.

**68.1.2** 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:

- i)** a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- ii)** 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;
- iii)** financial exigency with an organisational unit or cost centre; or
- iv)** changes in technology or work methods;

**68.1.3** the University shall inform the affected employee(s) and, where the employee(s) chooses, their representative(s), and shall provide the following information in writing:

- i)** the reasons for the termination(s);
- ii)** the numbers and categories of academic employees likely to be affected, and
- iii)** when the University intends to carry out the termination(s).

**68.1.4** As soon as practicable after making the decision to terminate employment the University shall 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 over an eight-week transition period which commences on the date the affected employee(s) is informed of the University's decision.

#### **68.1.5 Transition period**

##### **Redeployment**

- i) The eight-week 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 practicable, and the employee concerned elects to be considered for redeployment.
- ii) Should the employee seek redeployment, the University shall endeavour to find a suitable vacant position.
- iii) Should the employee accept redeployment to another position the employee will not be regarded as surplus to requirements and all termination processes will cease.
- iv) An employee redeployed to a position at a salary lower than his or her current salary level will receive salary maintenance, in accordance with Clause 38.
- v) 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 2009.

##### **Review**

- vi) During the eight-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.
- vii) The review will be conducted by a Review Committee pursuant to Clause 72.
- viii) The Review Committee will meet within fifteen 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.
- ix) 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.
- x) The Vice-Chancellor's decision is final.

#### **68.1.6 Notice of Termination**

- i) At the completion of the eight-week transition period an employee who is still surplus to requirements (i.e. the employee has not taken a voluntary separation package, has not been redeployed or has not had the University's original decision overturned through the review process) shall be given twenty weeks notice of termination of employment.
- ii) An employee may apply to work out all or part of the period of notice. If the University determines that there is insufficient work available at any time during the notice period, it may terminate employment, in which case the employee will receive the termination benefits in sub-clause 68.1.8.
- iii) The twenty-week notice period shall also apply in the case of an employee who elects to take a voluntary separation package.

#### **68.1.7 Voluntary Separation**

An affected employee may elect to take a voluntary separation package at any time during the eight-week transition period, and shall be entitled to:

- i) payment in lieu of the balance of the transition period (if any), payment in lieu of the twenty-week notice period prescribed in sub-clause 68.1.6 (i); and payment of the severance benefit in sub-clause 68.1.8(ii);
- ii) payment on a pro-rata basis for long service leave calculated on completed years of service.

All payments under this sub-clause shall be calculated on the employee's salary at the date of cessation of employment.

#### **68.1.8 Redundancy Termination Benefits**

An affected employee is entitled to the following benefits on termination of employment:

- i) Payment in lieu of the unexpired portion of the twenty week notice period in sub-clause 68.1.6 (i);
- ii) three weeks pay for each completed year for the first ten years of employment, and a further two weeks' pay for each completed year of service thereafter, with a total maximum payment pursuant to sub-clauses 68.1.8 (i) and (ii) of seventy-four weeks salary; and
- iii) payment on a pro-rata basis for long service leave calculated on completed years of service.

#### **68.1.9 Further Assistance**

An affected employee will be eligible for:

- i) outplacement and retraining support to a maximum value of \$500;
- ii) reasonable time-off without loss of pay as determined by the University to attend job interviews. 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 University;
- 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.

#### **68.1.10 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.

### **68.2 General Staff Employees**

**68.2.1** These provisions shall apply only to employees holding continuing appointments and do not apply to fixed-term, probationary or casual general staff employees.

**68.2.2** 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:

- i) a decrease in student demand or enrolments in any program, course or subject or combination or mix of programs, courses or subjects conducted on one or more campuses;
- ii) 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;
- iii) financial exigency with an organisational unit or cost centre;
- iv) changes in technology or work methods; or
- v) 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).

**68.2.3** After the University has officially provided written notification to the employee(s), it will devote the following eight weeks transition period to examining measures to avert or minimise the termination(s).

#### **68.2.4 Transition period and redeployment**

- i) An eight-week transition period will commence immediately upon written notification of termination being given to the employee pursuant to sub-clause 68.2.2. 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.
- ii) 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.
- iii) Should the employee accept redeployment to another position, the employee will not be regarded as redundant and all termination processes will cease.
- iv) An employee redeployed to a position at a salary lower than his or her current salary level will receive salary maintenance, if aged forty-five years or more, at his or her previous rate of pay for a period of twelve months from the date of redeployment. If the employee is aged forty-four years or less, his or her salary will be maintained for a period of six (6) months from the date of his/her 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 he or she has been redeployed.
- v) 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 2009.
- vi) If, at the end of the eight week transition period, the University is unable to redeploy the affected employee or avoid termination, the employee will be informed that he/she will be retrenched and the retrenchment payments as prescribed below will apply.
- vii) Throughout the eight week transition period, the employee may elect to cease employment immediately and be paid a lump sum severance payment based on the following formula:

Four weeks of pay for each completed year of service (*pro rata* for partially completed years) for the first ten years of employment with the University or its predecessors, and a further two weeks pay for each completed year of service thereafter.

The total lump sum severance payment will be restricted to a maximum payment of fifty-two weeks pay. However, an employee may add to this payment by forgoing the transition employment period of eight weeks and converting it, or part of it, to a lump sum payment.

- viii) The minimum payment to a retrenched employee shall be not less than twelve weeks pay, regardless of whether they have qualified for twelve weeks through length of service.
- ix) In addition to the lump sum payment described above, a retrenched employee shall be paid *pro rata* long-service leave calculated on completed years of service.

#### **68.2.5 Review**

- i) During the eight 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 72.
- iii) The Review Committee will meet within fifteen 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.

#### **68.2.6 Further Assistance**

During the eight week transition period or further elected notice period, the employee will be eligible for:

- i) outplacement and retraining support to a maximum value of \$500;
- 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;
- 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.

**68.2.7** If an employee is redeployed to a permanent position elsewhere in the University involving geographic relocation as an agreed measure to mitigate the effects of his/her position being surplus to requirements pursuant to Clause 38 and sub-clause 68.2 of this Agreement and, as a consequence, it is not reasonably practicable for the employee to remain in his or her existing residence, the employee shall be entitled to all reasonable expenses associated with moving household to a new locality on the basis agreed between the University and the affected employee.

### **69. JOB SECURITY AND MANAGING CHANGE**

**69.1** The University aims to provide a secure and supportive working environment for all employees. Some changes to organisation structures, technology or the organization 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. Any reductions in staffing numbers will be managed as far as possible through natural attrition or voluntary measures such as leave without pay, voluntary conversion to part-time employment (for a specified term unless otherwise agreed), long service leave, secondment, internal transfer, or voluntary redundancy. Compulsory retrenchments will only be used as a last resort.

**69.2** 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:

- 69.2.1** meetings with staff and unions to explain the change proposal;
- 69.2.2** opportunities for staff and unions to consider the change proposal and provide feedback through further meetings or utilisation of the intranet;
- 69.2.3** active involvement in the change process including employees having the right to be assisted by, and represented by, their union;

**69.3** The parties accept that informal discussions or consideration of issues, which may or may not lead to substantial organisational change, may often occur.

- 69.4** When the University has developed a proposal for any substantial / major organisational change it will consult with the employees affected and their union/s as soon as is practicable. The University will provide employees and their unions with details of the extent, timeline and nature of the change proposed, reasons for the change, any significant workload implications, probable effects on employees, relevant financial information, the likely number, if any, of redundancies or relocations and whether the change proposal may have a disproportionate effect on a particular EEO group. The consultation will take place before a final decision to proceed is made and will allow a reasonable time for employees and unions to consider and respond to the proposal.
- 69.5** Once a decision has been taken to proceed with a proposal for substantial change the University will consult with employees and the union/s with a view to reaching agreement with the unions about the implementation of that change. The consultation will help determine the impact on employees and possible means to ameliorate any negative impact of the change.
- 69.6** Substantial or major change shall include, but is not limited to:
- Significant changes to work practices;
  - Introduction of significant technological change;
  - Change in skills requirements resulting in significant retraining needs or affecting security of employment;
  - Transfer, relocation or redeployment of employees to other Schools/Sections/Campuses;
  - Change in the composition, operation or size of the workforce;
  - Organisational changes which impact on job opportunities or job security;
  - Changes to the teaching year or academic calendar;
  - The alteration of hours of operation, or hours of work.
- 69.7** 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.
- 69.8 Contracting Out**
- 69.8.1** The parties acknowledge the University's right to use external contractors. As a general rule however, the University prefers employment contracts as the vehicle for the performance of University work.
- 69.8.2** The University may use contractors in situations where:
- (i) there is a need for specialised equipment or specialised services;
  - (ii) the required skills or know-how 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 three months.
- 69.8.3** If formalised plans to outsource any work function to external contractors occurs during the life of this Agreement, the University undertakes to consult the affected staff and the relevant union through the Job Security and Managing Change provision of this Agreement before any final decision is made.

## **70. RESOLVING WORKPLACE DISPUTES ARISING FROM THIS AGREEMENT**

- 70.1** For the purposes of this clause, the term "parties to the dispute" shall mean and include the University and any employee(s) or union(s) who have notified the University of the existence of the dispute. An employee may choose to be represented in these procedures by a union or any other person (other than a currently practising barrister or solicitor).
- 70.2** In the event of a dispute about any matters arising under the Agreement including the interpretation, implementation and application of the Agreement, or any arrangement entered into pursuant to this Agreement, or relating to the National Employment Standards, the following process shall apply.
- 70.3** The initiating party shall notify the other party in writing of the existence of a dispute, and the parties shall discuss the dispute and attempt to reach agreement within five working days of notification. Notification to the University may be by notification to the Director, Human Resources. A written record of any resolution shall be made and kept by the University, with a copy provided to the employee and their representative.
- 70.4** Where a dispute is not resolved under sub-clause 70.3 the union (or other representative of any employee party to the dispute with the authority to resolve the dispute (providing that the representative is not a currently practising barrister or solicitor), or, if no representative has been appointed, the employee and a relevant senior manager of the University (or a nominated University employer body representative, providing that the representative is not a currently practising barrister or solicitor) with authority to resolve the dispute shall meet within five working days, unless agreed otherwise, and shall attempt to resolve the matter within five working days of their first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party. The parties will implement any such written agreement upon ratification and according to its terms.

- 70.5** Where the dispute has not been resolved by the foregoing processes, or if either party fails to engage in the processes referred to in the above sub-clauses, any party to the dispute may refer the dispute to Fair Work Australia (FWA) for settlement. The parties agree to be bound by and implement any order or decision of FWA, subject to either party to the dispute exercising a right of appeal. Alternatively, if the parties to the dispute both agree, the dispute may be referred to a person or body other than the FWA.
- 70.6** While parties to the dispute attempt to resolve the matter in accordance with this clause, work must continue as normal, other than with respect to bona fide health and safety issues. During this time, no party to the dispute shall take industrial action or change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute.
- 70.7** Where a dispute is raised after a review process has been completed in relation to one of the following clauses:
- 70.7.1** clause 10.10, academic probation;
  - 70.7.2** clause 10.16.1, general staff probation;
  - 70.7.3** clause 46, reclassification;
  - 70.7.4** clauses 66.21 to 66.28, unsatisfactory performance;
  - 70.7.5** clauses 67.10 to 67.15, misconduct/serious misconduct; or
  - 70.7.6** clause 72, redundancy;
- then the steps at sub-clauses 70.3 and 70.4 of this Clause need not be followed. The dispute may be referred directly to FWA by any party.

## **71. TERMINATION OF EMPLOYMENT**

- 71.1** All decisions to discipline or terminate the employment of an employee must be in accordance with this Agreement.
- 71.2** 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.

## **72. REVIEW COMMITTEE**

- 72.1** Where Clause 68 of this Agreement relating to redundancy provides a right of review, the following procedure applies.
- 72.2** The application for review shall be made in writing to the Vice-Chancellor within ten working days of the employee being notified of the decision, and shall set out the grounds for review.
- 72.3** The review shall be heard by a Review Committee comprising:
- an independent Chair agreed between the Vice-Chancellor and the relevant union;
  - a person from within the University chosen by the union; and
  - a person from within the University chosen by the Vice-Chancellor.
- 72.4** The Review Committee must:
- act quickly, fairly, impartially, and confidentially;
  - only consider the case brought before it in the light of the grounds for review specified in the relevant clauses of this Agreement;
  - provide a reasonable opportunity for the University and employee and, where they have chosen, their representatives;
    - to make representations and answer any matters in person or in writing;
    - to question any witnesses; and,
    - to present and challenge evidence;
  - consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit; and
  - 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.
- 72.5** The Chair will provide a report containing recommendations and reasons for those recommendations to the Vice-Chancellor and the staff member.
- 72.6** Both the employee and the University, if they choose, may have a representative at any stage of the Review Committee process.

### **73. ROLE OF WORKPLACE REPRESENTATIVES**

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.

The University recognises that identified union delegates 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.

### **74. LEAVE FOR INDUSTRIAL RELATIONS/DISPUTE RESOLUTION TRAINING PURPOSES**

**74.1** 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.

**74.2** Subject to the operational needs of the University, employees may apply for up to 5 days paid leave to attend short trade union or FWA 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.

**74.3** 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 School or Portfolio attending such training at any one time.

### **75. OFFICE FACILITIES**

The University will provide access to one secure office, connected to power and phone lines, 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.

### **76. 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.

### **77. INDUCTIONS AND INFORMATION**

At all staff induction sessions the University shall include in induction packages membership and general information material provided by the unions. If the University moves to an on-line induction system the University commits to consultation with the unions about the implementation of the system and inclusion of relevant union material and web links.

### **78. PROVISION OF STAFF LISTS**

The University will provide a staff list of full-time and part-time Academic and General Staff employees to the NTEU each January. Publicly available information relating to the staff member's name, classification (whether Academic or General Staff), School/Portfolio, and Campus will be provided. Any other details of employees will not be provided to the NTEU unless the employees have provided prior consent to the disclosure of this information.

## **PART 10: MISCELLANEOUS**

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### **79. UNIFORMS AND PROTECTIVE CLOTHING**

**79.1** Uniforms will be issued to Trades, Cleaning and Catering employees (other than casual employees) on the following basis:

- jacket x 1 (where required to work outdoors); overalls/trousers/slacks x 2; shirts x 2; jumpers x 2; safety shoes/boots; gloves x 1 (where deemed necessary); hat x 1 (where deemed necessary).
- A full-time continuing employee, and an employee with a full-time fixed term contract for 12 months or longer, will receive an additional 2 shirts on commencement.
- Full-time and part-time chefs and other full-time and part time catering employees (but not casuals) who spend the majority of their work time in the kitchen prep area will receive a pair of safety shoes.

**79.2** Apart from jackets and safety boots/shoes, all items will be supplied on commencement and replaced annually, or in the case of employees with over twelve (12) months service, each January, except in the case of ripped, worn out or otherwise damaged items, which may be replaced at an earlier stage. Jackets will only be replaced once they are worn out. Safety boots/shoes will be replaced at intervals of 18 months from issue, or earlier if damaged or worn out.



- 79.3** 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.
- 79.4** 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.

**80. TOOLS AND MATERIALS  
(Trades and Services Employees Only)**

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. ENVIRONMENTAL SUSTAINABILITY**

- 81.1** The parties are committed to improving the sustainability performance of the University through promoting a culture of sustainability, ensuring that the operations are managed in a manner that minimises the University's environmental and social impacts and through enabling the integration of sustainability principles and practices into teaching and learning, research and community engagement of the University.
- 81.2** The University will meet its commitment to sustainability through adopting the following principles:
- 81.2.1** Ensuring sustainability is reflected in the University's strategic documents;
  - 81.2.2** Developing an annual sustainability reporting framework;
  - 81.2.3** Developing education for sustainability through utilising the University's research, curriculum and administrative practice to enhance organisational sustainability;
  - 81.2.4** Incorporating the principles of Ecologically Sustainable Design (ESD) into all capital and infrastructure projects;
  - 81.2.5** Providing training and support for staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
  - 81.2.6** Undertaking research which will develop and strengthen regional partnerships that address sustainable development;
  - 81.2.7** Building capacity in the community by producing graduates who are sustainability literate through their experience at the University; and
  - 81.2.8** Partnering with the community to respond to the regional needs for a sustainable future and provide leadership in our region.
- 81.3** Staff and unions will be kept regularly informed about the University's carbon emissions, water and energy consumption levels and this information will be reported publicly.

**82. IMPLEMENTATION AND MONITORING COMMITTEE**

- 82.1** A Collective Agreement Implementation and Monitoring Committee (CAIMC) shall be established and comprise four nominees of the University, two nominees of the NTEU, one nominee of the LHMU and one 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-monthly basis.
- 82.3** The University shall provide secretarial support to the CAIMC.
- 82.4** A staff member from each of NTEU, LHMU, AWU and AHEIA may attend meetings as observers with speaking rights.
- 82.5** Any member of the CAIMC may seek, and shall be provided with, relevant information to assist the work of the Committee.
- 82.6** 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.
- 82.7** The CAIMC will:
- 82.7.1** ensure the implementation of this Agreement;
  - 82.7.2** ensure compliance with the terms of this Agreement by all parties;
  - 82.7.3** convene at intervals of three months or within ten working days of a request by any member of the CAIMC;
  - 82.7.4** evaluate implementation of this Agreement.

Signatories to this Agreement

Signed and witnessed on behalf of the University of Ballarat:

Signatory..... David Battersby ..... Witness..... Wesley Walker .....

The ABN of the University of Ballarat is 51 818 692 256  
The address of the University of Ballarat is PO Box 663, Ballarat Victoria 3353  
The full name and address of the signatory is DAVID BATTERSBY, PO Box 663, Ballarat Victoria 3353  
The full name and address of the witness is WESLEY CLEMENT WALKER, PO Box 663, Ballarat Victoria 3353  
The authority of the Vice-Chancellor to sign a workplace agreement arises from Statute 3.3 of the University of Ballarat.

Signed and witnessed on behalf of National Tertiary Education Industry Union:

Signatory..... Grahame McCulloch ..... Witness..... E. Floyd .....

The ABN of the National Tertiary Education Industry Union is 38579 396 344  
The address of the National Tertiary Education Industry Union is PO Box 1323, South Melbourne, Vic 3205.  
The full name and address of the signatory is GRAHAME McCULLOCH of PO Box 1323, South Melbourne, Vic 3205.  
The full name and address of the witness is ELEANOR FLOYD of PO Box 1324, South Melbourne, Vic 3205.  
The authority of the General Secretary to sign a workplace agreement arises from the registered rules of the NTEU.

Signed and witnessed on behalf of The Australian Workers' Union:

Signatory..... Cesar Melhem ..... Witness..... Raymond Farnsworth .....

The ABN of The Australian Workers' Union is 17 106 150 504.  
The address of The Australian Workers' Union is 685 Spencer Street West Melbourne, Victoria 3003.  
The full name and address of the signatory is CESAR MELHEM of 685 Spencer Street, West Melbourne Victoria 3003.  
The full name and address of the witness is RAYMOND FARNSWORTH of PO Box 663, Ballarat Victoria 3353  
The authority of the Branch Secretary to sign a workplace agreement arises from the registered rules of The Australian Workers' Union

Signed and witnessed on behalf of Liquor Hospitality Miscellaneous Union:

Signatory..... Ben Redford ..... Witness..... Denise Bevan .....

The ABN of Liquor Hospitality Miscellaneous Union is 19 845 840 893.  
The address of the Liquor Hospitality Miscellaneous Union is 117-131 Capel Street, North Melbourne 3051  
The full name and address of the signatory is BEN REDFORD of 117-131 Capel Street, North Melbourne 3051  
The full name and address of the witness is DENISE BEVAN, PO Box 663, Ballarat Victoria 3353  
The authority of the ASSISTANT SECRETARY to sign a workplace agreement arises from the registered rules of the Liquor Hospitality Miscellaneous Union

**SCHEDULE 1**

**ACADEMIC ANNUAL SALARY RATES**

|       |     | <b>4.0%</b><br><i>(pursuant to previous Agreement)</i><br><b>from 03.01.10</b><br><b>(\$)</b> | <b>1.5%</b><br><b>from 10.10.10</b><br><b>(\$)</b> | <b>4.0%</b><br><b>from 05.06.11</b><br><b>(\$)</b> | <b>5.0%</b><br><b>from 03.06.12</b><br><b>(\$)</b> |
|-------|-----|---|--|--|--|
| LEVEL | A1  | 50,136  | 50,888   | 52,924   | 55,570   |
|       | A2  | 52,998  | 53,793   | 55,945   | 58,742   |
|       | A3  | 55,863  | 56,701   | 58,969   | 61,917   |
|       | A4  | 58,727  | 59,608   | 61,992   | 65,092   |
|       | A5  | 61,055  | 61,971   | 64,450   | 67,673   |
|       | A6* | 63,383  | 64,334   | 66,907   | 70,252   |
|       | A7  | 65,711  | 66,697   | 69,365   | 72,833   |
|       | A8  | 68,037  | 69,058   | 71,820   | 75,411   |
| LEVEL | B1  | 71,622  | 72,696   | 75,604   | 79,384   |
|       | B2  | 74,305  | 75,420   | 78,437   | 82,359   |
|       | B3  | 76,988  | 78,143   | 81,269   | 85,332   |
|       | B4  | 79,680  | 80,875   | 84,110   | 88,316   |
|       | B5  | 82,361  | 83,596   | 86,940   | 91,287   |
|       | B6  | 85,047  | 86,323   | 89,776   | 94,265   |
| LEVEL | C1  | 87,734  | 89,050   | 92,612   | 97,243   |
|       | C2  | 90,421  | 91,777   | 95,448   | 100,220  |
|       | C3  | 93,102  | 94,499   | 98,279   | 103,193  |
|       | C4  | 95,790  | 97,227   | 101,116  | 106,172  |
|       | C5  | 98,473  | 99,950   | 103,948  | 109,145  |
|       | C6  | 101,162   | 102,679  | 106,786  | 112,125  |
| LEVEL | D1  | 105,638   | 107,223  | 111,512  | 117,088  |
|       | D2  | 109,215   | 110,853  | 115,287  | 121,051  |
|       | D3  | 112,797   | 114,489  | 119,069  | 125,022  |
|       | D4  | 116,380   | 118,126  | 122,851  | 128,994  |
| LEVEL | E1  | 136,077   | 138,118  | 143,643  | 150,825  |

\* 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.

**SCHEDULE 2**

**ACADEMIC SESSIONAL RATES**

|   |  | <b>4.0%</b><br><i>(pursuant to<br/>previous<br/>Agreement)</i><br><b>from<br/>03.01.10</b> | <b>1.5%</b><br><b>from<br/>10.10.10</b> | <b>4.0%</b><br><b>from<br/>05.06.11</b> | <b>5.0%</b><br><b>from<br/>03.06.12</b> |
|---|--|--|---|---|---|
| Specialised Lecturer                            | 1 hour delivery & 4 hours associated working time  | \$238.14   | \$241.75                                | \$251.42                                | \$263.99                                |
| Lecturer  | Developed Lecture: 1 hour of delivery & 3 hours associated working time  | \$190.51   | \$193.40                                | \$201.14                                | \$211.20                                |
|   | Basic Lecture: 1 hour of delivery & 2 hours associated working time  | \$142.88   | \$145.05                                | \$150.85                                | \$158.39                                |
|   | Repeat rate only   | \$95.26  | \$96.70                                 | \$100.57                                | \$105.60                                |
| Tutor   | Per one hour tutorial  | \$101.91   | \$103.44                                | \$107.58                                | \$112.96                                |
|   | #  | \$121.91   | \$123.72                                | \$128.67                                | \$135.10                                |
|   | Repeat rate only   | \$67.94  | \$68.96                                 | \$71.72                                 | \$75.31                                 |
|   | #  | \$81.27  | \$82.48                                 | \$85.78                                 | \$90.07                                 |
| Marking   | As a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at Level B status | \$47.63  | \$48.35                                 | \$50.28                                 | \$52.79                                 |
| Standard Marking                                |  | \$33.97  | \$34.48                                 | \$35.86                                 | \$37.65                                 |
|   | #  | \$40.64  | \$41.24                                 | \$42.89                                 | \$45.03                                 |
| Clinical Educator (Nurses)                      | Little preparation (1 hour of delivery and 0.5 hours associated working time)  | \$50.95  | \$51.72                                 | \$53.79                                 | \$56.48                                 |
|   | #  | \$60.95  | \$61.86                                 | \$64.33                                 | \$67.55                                 |
|   | Normal preparation time (1 hour of delivery and 1 hour associated working time)  | \$67.94  | \$68.96                                 | \$71.72                                 | \$75.31                                 |
|   | #  | \$81.27  | \$82.48                                 | \$85.78                                 | \$90.07                                 |
| Musical accompanying with special educ services |  | \$67.94  | \$68.96                                 | \$71.72                                 | \$75.31                                 |
|   | #  | \$81.27  | \$82.48                                 | \$85.78                                 | \$90.07                                 |
| Other required Academic activity                |  | \$33.97  | \$34.48                                 | \$35.86                                 | \$37.65                                 |
|   | #  | \$40.64  | \$41.24                                 | \$42.89                                 | \$45.03                                 |

# Where full subject co-ordination is carried out or sessional employee holds a Doctorate.

## 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 (\$ 75420) and calculated as follows:

$$\frac{\$ \text{Level B, step 2/52} + 25\%}{37.5} = \$48.35$$

#### 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 (\$64334) and calculated as follows:

$$\frac{\$ \text{Level A, step 6/52} + 25\%}{37.5} = \$41.24$$

#### 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 (\$53793) and calculated as follows:

$$\frac{\$ \text{Level A, step 2/52} + 25\%}{37.5} = \$34.48$$

### 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  | Minimum salary per hour of lecture delivered |
|--|--|
| Basic lecture (one hour of delivery and two hours of associated working time).   | \$145.05                                     |
| Developed lecture (one hour of delivery and three hours associated working time). This rate is paid where 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 calls for special expertise; or where a lecture involves three hours of associated working time. | \$193.40                                     |
| Specialised lecture (one hour of delivery and four hours associated working time). This rate is paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves four hours of associated working time.  | \$241.75                                     |
| Repeat lecture (one hour of delivery and one hour associated working time).  | \$96.70                                      |

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 days and any student consultation reasonably contemporaneous with it.

2.2.3 For the purposes of this Agreement, the term **lecture** means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University. A lecture may be face-to-face teaching or equivalent delivery through a different mode.

### 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).       | \$103.44                                      | \$123.72  |
| Repeat tutorial (one hour of delivery and one hour associated working time). | \$68.96                                       | \$82.48   |

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 days and any student consultation reasonably contemporaneous with it.

2.4.3 For the purposes of this Agreement, the term **tutorial** means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University. It is a supplementary form of education delivery where matters already covered elsewhere in a course are discussed, clarified or elaborated. A tutorial is conducted in a small group to enable effective student participation. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the subject. Responsibility for the course rests with the lecturer in charge of the subject, not the casual employee.

### 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 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).                | \$68.96   | \$82.48   |

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). | \$51.72   | \$61.86   |
| Normal preparation time (one hour of delivery and one hour associated working time).      | \$68.96   | \$82.48   |

**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**

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.   | \$34.48                            | \$41.24  |
| Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status. | \$48.35                            | \$48.35  |

**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 \$34.48, or \$41.24 if he/she holds 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 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 ANNUAL SALARY RATES**

| <b>HEW Level</b> | <b>Increment Level</b> | <b>4.0%</b><br><i>(pursuant to previous Agreement)</i><br><b>from 03.01.10</b><br><b>(\$)</b> | <b>1.5%</b><br><b>from 10.10.10</b><br><b>(\$)</b> | <b>4.0%</b><br><b>from 05.06.11</b><br><b>(\$)</b> | <b>5.0%</b><br><b>from 03.06.12</b><br><b>(\$)</b> |
|------------------|------------------------|---|--|--|--|
| 1                | 1                      | 35,203  | 35,731   | 37,160   | 39,018   |
|                  | 2                      | 35,907  | 36,446   | 37,904   | 39,799   |
|                  | 3                      | 36,626  | 37,175   | 38,662   | 40,595   |
| 2                | 1                      | 38,003  | 38,573   | 40,116   | 42,122   |
|                  | 2                      | 38,764  | 39,345   | 40,919   | 42,965   |
|                  | 3                      | 39,539  | 40,132   | 41,737   | 43,824   |
| 3                | 1                      | 39,999  | 40,599   | 42,223   | 44,334   |
|                  | 2                      | 40,799  | 41,411   | 43,067   | 45,220   |
|                  | 3                      | 41,617  | 42,241   | 43,931   | 46,128   |
|                  | 4                      | 42,446  | 43,083   | 44,806   | 47,046   |
|                  | 5                      | 43,295  | 43,944   | 45,702   | 47,987   |
|                  | 6                      | 44,164  | 44,826   | 46,619   | 48,950   |
| 4                | 1                      | 46,002  | 46,692   | 48,560   | 50,988   |
|                  | 2                      | 46,922  | 47,626   | 49,531   | 52,008   |
|                  | 3                      | 47,861  | 48,579   | 50,522   | 53,048   |
|                  | 4                      | 48,818  | 49,550   | 51,532   | 54,109   |
| 5                | 1                      | 50,000  | 50,750   | 52,780   | 55,419   |
|                  | 2                      | 51,001  | 51,766   | 53,837   | 56,529   |
|                  | 3                      | 52,022  | 52,802   | 54,914   | 57,660   |
|                  | 4                      | 53,060  | 53,856   | 56,010   | 58,811   |
|                  | 5                      | 54,123  | 54,935   | 57,132   | 59,989   |
|                  | 6                      | 55,206  | 56,034   | 58,275   | 61,189   |
|                  | 7                      | 56,312  | 57,157   | 59,443   | 62,415   |
| 6                | 1                      | 58,004  | 58,874   | 61,229   | 64,290   |
|                  | 2                      | 59,163  | 60,050   | 62,452   | 65,575   |
|                  | 3                      | 60,345  | 61,250   | 63,700   | 66,885   |
|                  | 4                      | 61,553  | 62,476   | 64,975   | 68,224   |
|                  | 5                      | 62,783  | 63,725   | 66,274   | 69,588   |
| 7                | 1                      | 64,003  | 64,963   | 67,562   | 70,940   |
|                  | 2                      | 65,282  | 66,261   | 68,911   | 72,357   |
|                  | 3                      | 66,588  | 67,587   | 70,290   | 73,805   |
|                  | 4                      | 67,920  | 68,939   | 71,697   | 75,282   |
|                  | 5                      | 69,276  | 70,315   | 73,128   | 76,784   |
| 8                | 1                      | 72,002  | 73,082   | 76,005   | 79,805   |
|                  | 2                      | 73,441  | 74,543   | 77,525   | 81,401   |
|                  | 3                      | 74,914  | 76,038   | 79,080   | 83,034   |
|                  | 4                      | 76,408  | 77,554   | 80,656   | 84,689   |
|                  | 5                      | 77,935  | 79,104   | 82,268   | 86,381   |
|                  | 6                      | 79,496  | 80,688   | 83,916   | 88,112   |
|                  | 7                      | 81,085  | 82,301   | 85,593   | 89,873   |
| 9                | 1                      | 84,002  | 85,262   | 88,672   | 93,106   |
|                  | 2                      | 85,687  | 86,972   | 90,451   | 94,974   |
|                  | 3                      | 87,402  | 88,713   | 92,262   | 96,875   |
| 10               | 1                      | 90,003  | 91,353   | 95,007   | 99,757   |



## **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 his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four 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 his or her professional discipline, and undertake administration primarily relating to his or her 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 his or her 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 his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her 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 program 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 he or she will make original contributions, which expand knowledge or practice in his or her 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. He or she 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 program or a number of smaller award programs 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 organization 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 his or her discipline. He or she 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 his or her 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 his or her discipline. He or she 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. He or she will undertake administration primarily relating to his or her 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 his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her 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 his or her field of study or research, which are recognized as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within his or her 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 his or her field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. He or she 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 school.

**Trade certificate:** Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg 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, eg. 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, eg. word processing, established spreadsheet or database applications, and management information systems (eg. 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 programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

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 programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or data base applications;
- be responsible for providing a full range of secretarial services, eg. 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 programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use;
- prepare reports of a technical nature.

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

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

In administrative positions:

- responsible for the explanation and administration of an administrative function, eg. 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 school 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 school.

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 school or 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 (eg, to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

### **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 schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## **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 school or 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 (eg, to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

### **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 schools and 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 schools and 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.