

**The University of Melbourne
Enterprise Agreement 2006**

Part A: Operation of the Agreement

1. TITLE

- 1.1 This Agreement shall be referred to as the University of Melbourne Enterprise Agreement 2006.

2. APPLICATION AND PARTIES BOUND

- 2.1 This Agreement will be binding in its terms upon:
- the University of Melbourne;
 - the National Tertiary Education Industry Union;
 - the Community and Public Sector Union;
 - the Communications, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical and Plumbing Divisions);
 - the Construction Forestry Mining and Energy Union;
 - the Liquor & Hospitality Miscellaneous Union; and,
 - staff members of the University whether members of the unions named above or not, with the exception of the following staff members:
 - those appointed as Vice-Chancellor, Deputy Vice-Chancellor, Assistant Vice-Chancellor, Dean (for the duration of the appointment), Senior Vice-Principal, Vice-Principal, University Secretary.

3. PERIOD OF OPERATION

Date of commencement

- 3.1 Except where specified elsewhere in the Agreement, this Agreement will take effect from the date of certification under s170LJ of the *Workplace Relations Act 1996* (Cth) Part VIB, Division 2 by the Australian Industrial Relations Commission.

Date of nominal expiry

- 3.2 This Agreement has a nominal expiry date of 31 August 2008.
- 3.3 Subject to the *Workplace Relations Act 1996 (Cth)*, the Agreement will continue in effect after that date until it is terminated or replaced by another certified agreement.

4. OBJECTIVES

- 4.1 The objectives of this Agreement are to:
- provide staff with fair and equitable conditions of employment and working conditions which are tailored to the circumstances of the University;
 - provide mechanisms to reward high performing individual staff and collective achievements and efficient and fair processes for improving performance; and,
 - support the achievement of the University's future strategies as described in the document *Growing Esteem*.

5. GROWING ESTEEM

- 5.1 The University is committed to implementing *Growing Esteem*, a new strategic direction for the University. Expectations of staff will change, and this change will be implemented in accordance with this Agreement.
- 5.2 The following principles of *Growing Esteem* are relevant to this Agreement:
- a. Most academic staff will be expected to contribute to the research performance of their department so that the department is a national leader in the research field. However, as *Growing Esteem* is concerned with the

- aggregate performance of a department, the University recognises that some academic staff may make stronger contributions in areas other than research;
- b. Research expectations of academic staff will be made clear, will be reasonable having regard to their individual circumstances (including family commitments and level of appointment), and entail a reasonable time frame;
 - c. Academic staff members may choose their research fields, provided that this is relevant to the discipline area in which they are engaged and is supported by appropriate funding, unless they are employed on a contract which links them to a specific research project or task.

6. DEFINITIONS

- **“Agreement”** means the University of Melbourne Enterprise Agreement 2006
- **“Anniversary of appointment”** means the date of original appointment to a classification
- **“AIRC”** means Australian Industrial Relations Commission
- **“apprentice or trainee”** means a staff member employed pursuant to an apprenticeship or traineeship approved by a relevant state or commonwealth training authority.
- **“Budget division”** means a Faculty or major Administrative unit to which funds are devolved for further application
- **“Casual staff member”** means a person engaged by the hour and paid on an hourly basis that includes a loading in lieu of benefits which a casual staff member is not eligible to receive.
- **“Continuing employment”** means ongoing employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment.
- **“Consultation”** means conferring and taking into account views expressed before final decisions are made.
- **“Dean or equivalent”** means the Dean of a Faculty appointed or elected under section 29 of the University of Melbourne Act 1958 and Statute 5.3 of the University of Melbourne Statutes or acting Dean or a Head of a Budget Division or acting Head of a Budget Division or delegate
- **“Department”** means an organisational unit established by Council for the purpose of organising the activities of the University and includes academic and administrative departments
- **“Deputy Vice-Chancellor”** means a Deputy Vice-Chancellor appointed under section 15 of the University of Melbourne Act 1958 and Statute 2.5 of the University of Melbourne Statutes or delegate approved by Council or an acting Deputy Vice- Chancellor
- **“Disciplinary action”** means action by the University to discipline a staff member for unsatisfactory performance, misconduct or serious misconduct
- **“Externally Funded Contract Employment”** in the context of fixed term employment means a period of employment which is provided for from identifiable funding external to the University
- **“Faculty or equivalent”** means a budget division
- **“Favouritism”** means the improper or corrupt favouring or advantaging of one staff member or a group of staff over others, without regard to merit
- **“Fixed-Term Employment”** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire).
- **“fixed-term position”** means any position filled on a fixed-term basis
- **“Full time employment”** means, for professional staff, employment for the full weekly ordinary hours
- **“Head of Department”** means a member of the academic or professional staff who is appointed as having responsibility for the academic and/or administrative affairs of a Department or equivalent organisational unit or acting Head of Department or delegate approved by Council.

- **“Immediate family or household”** includes:
 - a partner of the staff member; and
 - a dependent child or an adult child (including an adopted child, a stepchild or an ex-nuptial child); a parent, grandparent, grandchild; and a sibling of the staff member or of the partner of the staff member
- **“Organisational unit”** means the Department, School, Faculty, Centre, Institute or Division or part thereof, or other grouping
- **“partner”** means a person of the opposite or the same sex who lives with the staff member on a bona fide domestic basis although he or she may not be legally married to that person (including a former spouse, a de facto spouse and a former de facto spouse).
- **“Part-time” or “fractional”** employment means, for professional staff, employment to work a fixed number of hours per week, which is less than the ordinary weekly hours of a full time staff member in the same classification
- **“Pre-retirement contract”** in the context of fixed term employment means a full-time or part-time staff member that has declared his/ her intention to retire, and accepts a fixed term contract expiring on or around the relevant retirement date for a period of up to five years.
- **“Professional staff”** means staff employed by the University other than academic staff
- **“Professional Worker (HEW) level 10D”** means a professional staff member classified as such by the University and who was in receipt of salary (total package, excluding annual leave loading) equivalent to \$143,657 at the date of certification of this Agreement
- **“Pro-rata”** means a part of a payment or accrual dependant on time-fraction or a period of service
- **“Representative”** means a person chosen by the staff member but not a practising barrister or solicitor
- **“Research fixed term”** in the context of fixed term employment means work activity by a person engaged on predominantly research-only functions.
- **“Specific task or project”** in the context of fixed term employment means 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
- **“Staff member”** means academic or professional staff however employed by the University
- **“Supervisor”** means the person who is responsible for the day-to-day supervision of a staff member as nominated by the University
- **“Termination of employment”** means termination of employment at the initiative of the University
- **“Trades and Services staff”** means professional staff employed in the Department of Property and Buildings who are engaged as carpenters, painters, builders labourers or trades assistants, plasterers, electricians, plumbers, mechanical/electrical technicians, electrical mechanics or gardeners or horticultural technicians.
- **“University”** means the University of Melbourne
- **“Vice-Chancellor”** means the Vice-Chancellor or Chancellor of the University, the acting Vice-Chancellor, a delegate approved by Council, or the Vice-Chancellor’s nominee
- **“Workplace bullying”** means repeated, unreasonable behaviour directed toward a staff member, or group of staff, that creates a risk to health and safety.

Within this definition:

“unreasonable behaviour” means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten

“behaviour” includes actions of individuals or a group, and may involve using a system of work as a means of victimising, humiliating, undermining or threatening

“risk to health and safety” includes risk to the mental or physical health of the staff member

- “Workplace Relations Act” means the Workplace Relations Act 1996 (Cth) as in force on 1 December 2005.

7. RELATIONSHIP TO AWARDS, OTHER AGREEMENTS AND UNIVERSITY STATUTES AND POLICY

- 7.1 This Agreement constitutes a comprehensive and closed agreement and operates to the exclusion of and wholly replaces any existing or future awards or certified agreement of the Australian Industrial Relations Commission which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement.

Relationship to University statutes and policy

- 7.2 University policies and procedures, as varied from time to time, including the policies referred to in clauses 11, 42, 47, 55, 56, 58, 59, 65, 72, 73, 86 and Schedule 3 apply to all staff but do not form part of this Agreement.

8. ACCESS TO AGREEMENT

- 8.1 A copy of this Agreement shall be made available to each staff member of the University.
- 8.2 The University will make this Agreement easily accessible on its website.

9. FURTHER CLAIMS

- 9.1 The parties to this Agreement agree that at least until such time as this Agreement has passed the nominal expiry date set out in this Agreement, they will not pursue any extra claims nor undertake industrial action concerning matters raised in negotiations leading to the making of this Agreement, matters not raised or contemplated prior to the making of this Agreement nor matters included in this Agreement.

10. GENUINE CHOICE IN AGREEMENT MAKING

- 10.1 The University may enter into AWAs with its staff members. Those AWAs may either operate to the exclusion of this Agreement or prevail over the terms of this Agreement to the extent of any inconsistency, as specified in each AWA.
- 10.2 At the time of offering an AWA, the University will offer a genuine and informed choice between the AWA and this Agreement. The University will provide staff members with a summary of this Agreement and access to this Agreement.
- 10.3 At the time of offering an AWA, the University will advise any staff member or prospective staff member of their right to appoint a Bargaining Agent and will allow the staff member or prospective staff member at least 14 or 5 days respectively to consider the AWA as required.

Part B: Guiding Values

11. GUIDING VALUES

11. Certain fundamental principles sustain employment relations at the University of Melbourne. The University will maintain policy consistent with these principles.

Nothing in this clause prevents the alteration of relevant policy, provided that it is consistent with the principles.

- 11.2 These principles are:
- upholding the scholarly values of intellectual freedom, honesty, openness and rigour, consistent with the University's vision;
 - providing a workplace based on fair and equitable treatment, including freedom from bullying, harassment and unlawful discrimination;
 - recognising the moral and economic rights of academic staff employed in either research or teaching including the rights of creators of online teaching and learning programs; and,
 - promoting indigenous employment, consistent with the University's Indigenous Employment Strategy.
- 11.3 Intellectual freedom means the freedom of academic staff, and, to the extent consistent with their employment obligations and role, professional staff, to engage in critical inquiry, intellectual discourse and public controversy without fear or favour, but does not include the right to harass, intimidate or vilify.
- 11.4 To further indigenous employment, the University will actively seek to secure the appointment of at least five additional indigenous Australian employees per year for the life of this Agreement.
- 11.5 Staff will have access to a network of advisors who will be available to assist staff identify and access the appropriate complaint based mechanisms relating to the protection of these principles. Disputes arising from the implementation of the policies relating to the above principles will not be referred through the dispute settling procedures of this Agreement.

Part C: Types of Employment

12. TYPES OF EMPLOYMENT

- 12.1 The University may engage a staff member as an employee on terms that correspond with one or other of the types of employment prescribed in 12.2 and in accordance with this Agreement.
- 12.2 Those types are:
- continuing employment;
 - fixed-term employment; or
 - casual employment.
- 12.3 To avoid doubt, nothing in this clause prevents a staff member from engaging in additional work as a casual staff member and being paid as a casual staff member in work unrelated to, or identifiably separate from, the staff member's normal duties.

13. PART-TIME EMPLOYMENT: PRO-RATA BENEFITS

- 13.1 Unless otherwise specified elsewhere in this Agreement, a part-time staff member is entitled, on a pro-rata basis, to the same employment conditions specified in this Agreement as would apply to an equivalent full staff member.

14. INFORMATION TO BE PROVIDED TO CONTINUING AND FIXED-TERM STAFF MEMBERS UPON APPOINTMENT

- 14.1 Upon engagement, the University shall provide to continuing and fixed-term staff members contracts of employment which stipulate the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:
- the date of commencement of employment;

- in relation to a staff member employed on a fixed-term basis, the term of the employment (or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire);
- the classification level and salary of the staff member on commencement of the employment;
- the hours or time fraction to be worked;
- for any staff member subject to probationary employment, the length and terms of the probation;
- any severance which may be payable on termination of the contract in accordance with the terms of this Agreement; and
- other main conditions of employment, or the documentary, or other recorded sources from which such conditions derive, and from which the duties and reporting relationships to apply upon appointment can be ascertained.

15. CONTRACTS MAY CONTAIN A REASONABLE PROBATION PERIOD

- 15.1 Continuing and 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.
- 15.2 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.

Part C1: Fixed-Term Employment

16. TERMINATION OF FIXED-TERM EMPLOYMENT

- 16.1 During the term of a fixed term contract, it is not terminable, by the University, other than
- a. during a probationary period;
 - b. for cause based upon unsatisfactory performance or serious or wilful misconduct (in which case the procedures in Part I apply); or,
 - c. where the work is no longer required to be undertaken.
- 16.2 If a contract is terminated before expiry on
- grounds a-b above, the fixed term staff member is entitled to notice of termination in accordance with clause 78 of this Agreement; or,
 - ground c above, the fixed term staff member is entitled to payment equivalent to either six months salary or the balance of the contract, whichever is the lesser.

17. NOTICE AT EXPIRY OF FIXED-TERM EMPLOYMENT

- 17.1 The University shall provide to a fixed-term staff member a written notice that at the expiry of the contract the University intends to:
- i. continue the fixed term position on a further fixed-term contract basis;
 - ii. continue the fixed term position on a continuing basis; or
 - iii. discontinue the fixed term position.
- 17.2 The notice under 17.1 shall be the greater of:
- a. 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
 - b. Period of notice as outlined below:

| Period of Continuous Service | Period Of Notice |
|-------------------------------|------------------|
| 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 |

17.3 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.

17.4 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:

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

18. OFFER OF FURTHER EMPLOYMENT

18.1 Where the University has made a determination in accordance with 17.1 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 at a "good" level in the context of the Performance Development Framework.

18.2 Nothing in clause 18.1 prevents the University from employing a staff member on a further fixed term contract where the staff member was not initially employed through a competitive and open selection process or has participated but not completed a Performance Development Framework cycle, or otherwise meets the requirements of the position.

19. RIGHT TO APPLY FOR CONVERSION

19.1 Where the University gives notice in accordance with clause 17.1 i., and the staff member was employed in the relevant position through a competitive and open selection process and has performed at a "good" level in the context of the Performance Development Framework, the staff member may apply for conversion to continuing employment on the same salary and classification.

19.2 The University may refuse conversion on reasonable grounds, which may include but are not limited to, the following:

- a. the staff member is a student;
- b. the staff member is a genuine retiree;
- c. the staff member elected to change from continuing employment to a pre-retirement contract;
- d. the staff member is employed on a performance based contract;
- e. the staff member is an apprentice or trainee (and did not complete the apprenticeship or traineeship during the term of the first fixed-term contract);
- f. the work performed by the staff member is predominantly related to discontinued programs;
- g. the fixed term employment is for a specific task or project, to undertake predominantly research or is funded by an identifiable funding source 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; or,
- h. the fixed term employment is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocational or professional education for recent practical or commercial experience.

19.3 Where an academic staff member converts from fixed term to continuing status he or she may be required to undertake a probationary period in accordance with clause 64 of this Agreement, provided that the staff member will be eligible to be considered for confirmation as per clause 64 no later than five years after commencing employment with the University.

20. SEVERANCE PAY

20.1 Severance pay shall be payable, as outlined below, where:

- the University has made a determination in accordance with 17.1 iii, and
- the staff member seeks to continue employment, and
- the staff member has been employed on a second or subsequent fixed term contract, and
- the staff member is not employed on a fixed term contract to undertake predominantly research or specific task or project or is funded by an identifiable funding source 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, and
- the staff member has entered into the second and/or subsequent fixed term contract of employment after the date of certification of this Agreement.

| Length of continuous service | Severance Pay |
|--|---------------|
| 3 years or more 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 |

20.2 Where severance pay is payable under clause 20.1, staff members with 5 or more years of continuous service shall also be entitled to payment in lieu of long service leave calculated at the rate of 1.3 weeks per year of service.

Severance pay – research, specific task or project and externally funded contracts

20.3 Severance pay for staff employed on a fixed term contract to undertake predominantly research or a specific task or project or which is funded by an identifiable funding source 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 shall be payable, as outlined below, where:

a. the following conditions are met:

- i. The University has made a determination in accordance with 17.1 iii., and
- ii. The staff member seeks to continue employment, and
- iii. The staff member has been employed on a second or subsequent fixed term contract.

OR

b. the following conditions are met:

- i. The University has made a determination in accordance with 17.1 ii, and
- ii. The staff member seeks to continue employment, and
- iii. The staff member does not meet the circumstances described in 18.1.

OR

c. the following conditions are met:

- i. the University has made a determination in accordance with 17.1 i, and
- ii. the staff member does not meet the circumstances described in 18.1, and
- iii. the staff member seeks to continue employment, and
- iv. the staff member is not offered further employment as per 18.2.

OR

c. the following conditions are met:

- i. the staff member is employed on a fixed term contract funded by an identifiable funding source 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; and,
- ii. the funding ceases.

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

20.4 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 four weeks from the expiry of the period of fixed term employment.

21. CONDITIONS FOR FIXED-TERM CONTRACT OF EMPLOYMENT

21.1 Unless specified elsewhere in this Agreement, a fixed term staff member is entitled to the same employment conditions as would apply to a continuing staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly hours for the classification.

21.2 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.

21.3 For the purpose of this Agreement and for the purpose of determining which provisions under this Agreement apply to fixed-term staff members, breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service. A break between fixed-term contracts, where the second or subsequent fixed-term contract is for the same position, will not constitute a break in service if that break covers the summer period between main semesters. The lengths of and breaks between fixed-term contracts will not be structured to avoid obligations with regard to severance payments.

21.4 Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.

Part C2: Casual Employment

23. CASUAL LOADING AND DIVISOR

- 23.1 Casual hourly rates will be based on a 37-hour week divisor and include a casual loading of 23.33% for professional staff and 23% for academic staff.

24. INFORMATION TO BE PROVIDED TO CASUAL STAFF MEMBERS UPON APPOINTMENT

- 24.1 Upon engagement, the University shall provide to casual staff members an instrument of engagement which stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:
- duties required;
 - the number of hours required; and,
 - the rate of pay specified at Schedule 1 of this Agreement as increased over the life of the Agreement pursuant to clause 37 and 38 for each class of duty required; and
 - a statement that any additional duties required during the term will be paid.

25. PERFORMANCE MANAGEMENT

- 25.1 Casual employment at the University is subject to meeting performance standards determined by the casual staff member's supervisor. Where a casual staff member demonstrates a high level of performance, he/she will be considered by the University for future additional work where available.
- 25.2 Where a casual staff member's performance is considered to be unsatisfactory, his/her employment may be terminated prior to the expiration of a casual engagement.

26. CASUAL STAFF MEMBERS ENGAGED OVER AN ANTICIPATED TIMEFRAME

- 26.1 Where it is anticipated that a casual staff member will be engaged to perform a task or tasks which will extend over an anticipated timeframe, the casual staff member may be offered a contract of employment which, in addition to the information normally provided to a casual staff member, will provide the following information:
- the expected date at which the casual appointment will expire;
 - the number of hours that are anticipated to be required over the length of the engagement; and,
 - the total amount which will be earned by the staff member if he or she satisfactorily completes the required duties over the length of the engagement.
- 26.2 Casual staff members engaged over an anticipated timeframe will have their salary payments spread equally over the length of the engagement. For the purpose of determining the amount to be paid in each pay period, the total amount which will be earned by the staff member if he or she satisfactorily completes the required duties over the length of the engagement will be divided by the number of pay periods in the length of the engagement.
- 26.3 Should a casual staff member engaged over an anticipated timeframe fail, for whatever reason, to work the hours which he or she should have worked, he or she must notify the relevant supervisor or Head of Department that he or she has not worked those hours. The supervisor or Head of Department and the casual staff member may make alternative arrangements for the hours to be worked.
- 26.4 If a casual staff member
- fails to work the hours or perform the duties for which he or she was engaged; and,
 - the University's requirement for the duties no longer exists or has changed

the Head of Department is not obliged to make alternative arrangements for the hours to be worked and the University may adjust the casual staff member's pay accordingly.

- 26.5 If a casual staff member engaged over an anticipated timeframe fails or refuses to fulfil the duties required in accordance with the contract of employment and alternative arrangements are not made, the University will notify the staff member, in writing that he or she will receive no further payments.
- 26.6 Casual staff members engaged over an anticipated timeframe are otherwise entitled to those rights, terms and conditions of employment which ordinarily accrue to casual staff.

27. FACILITIES FOR CASUAL STAFF

- 27.1 The University will use its best endeavours to secure facilities for casual staff, other than those employed on an occasional or ad hoc basis, including telephone, PC access, email, a work desk, and designated space if student consultation is required.

28. PAYMENT OF CASUAL SALARIES

- 28.1 A casual staff member will be paid within 22 days of submitting a completed valid electronic timesheet(s) to the appropriate representative as identified in the staff member's contract.

Part C3: Special Provisions Pertaining to Professional Staff

29. PARTICULAR PROVISIONS APPLICABLE TO CASUAL PROFESSIONAL STAFF - CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

General

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

Eligibility for conversion

- 29.5 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either;
- over the immediately preceding period of 12 months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
 - over the immediately preceding period of at least 24 months.
- 29.6 For the purposes of this clause occasional and short-term work performed by the staff member in another classification, job or department shall not:
- affect the staff member's eligibility for conversion;

- be included in determining whether the staff member meets or does not meet the eligibility requirements.

Application for Conversion

- 29.7 The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
 - the staff member is a genuine retiree;
 - the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
 - the staff member has a primary occupation with the University or elsewhere, either as an staff member or as a self-employed person;
 - the staff member does not meet the essential requirements of the position; or
 - the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Offer of non-casual employment

- 29.8 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the staff member will be offered a non-casual position.
- 29.9 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with the provisions of this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable, shall be consistent with the staff member's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under this Agreement.
- 29.10 Conversion may be, but is not required to be, to seasonal, part-year or annualised hours employment. Conversion of a casual employee to seasonal, part-year or annualised hours employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the staff member and the University.
- 29.11 Staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for
- long service leave if, at the time of conversion, the University provides casual staff members with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and
 - any applicable unpaid parental leave.

Further Applications

- 29.12 A staff member whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:
- that rejection is solely based upon the fact that the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application); and
 - that ground ceased to apply.

30. "SEASONAL", "PART YEAR" OR "ANNUALISED HOURS" STAFF MEMBERS

Application

- 30.1 The terms and conditions in this clause apply to staff members converted from casual employment to "Seasonal" or "Part-Year" employment in accordance with clause 29 of this Agreement.

"Seasonal" or "part year" staff

- 30.2 Definitions

"Seasonal" or "part-year" staff members are appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University consistent with clause 29.10 of this Agreement or as subsequently varied by agreement with the seasonal or part-year staff member.

- 30.3 During the periods of the calendar year that the staff member is not required to perform work, the staff member's employment contract will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

Accrual of pay

- 30.4 In respect of the periods or seasons of work for which they are engaged, seasonal or part-year staff members will be paid on the same basis as comparable, full-time or part-time continuing staff members, as the case may be.

Leave Entitlements

- 30.5 Leave, including annual leave, long service leave and sick leave will accrue on a pro rata basis during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal or part-year Staff members are engaged. Subject to clauses 69 and 70 of this Agreement, the timing of taking annual leave and long service leave will be determined by agreement between the University and the staff member.

University Holidays

- 30.6 Seasonal and part-year staff members will be entitled to the benefit of all University holidays that fall on days on which the staff member would normally work during the part or parts of the year or season or seasons that the staff member is engaged to work.

Termination of Employment

- 30.7 In the event that the employment of a seasonal or part-year staff member ceases, for whatever reason, and the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member.

"Annualised hours" staff members

- 30.8 Definitions

An "annualised hours staff member" is a general staff member who either:

- a) Is engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the University, consistent with clause 29.10 of this Agreement, or as subsequently varied by agreement with the annualised hours staff member, or
- b) Who elects, after commencing employment, by mutual agreement in writing, to move to an annualised hours arrangement for a defined period of time. Such an agreement may be terminable by the University or the staff member by the giving of three months' notice, after which time the staff member will revert to their normal working hours.

30.9 Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of the University and can be rostered over a period of less than 52 weeks.

Accrual of Pay

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

Leave Entitlements

30.11 Annualised hours staff members will be entitled to receive the leave entitlements of a full-time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year. The timing of taking annual leave and long service leave will be determined by agreement between the University and the staff member.

University Holidays

30.12 Annualised hours staff members will be entitled to the benefit of all University holidays that fall during periods for which they are rostered to work.

Overtime

30.13 Annualised hours staff members will be eligible for overtime in the same manner as full-time staff members. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the staff member is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

Additional Hours

30.14 Where in any year, an annualised hours staff member works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

Alteration of Annual Hours

30.15 In the event that the number of annualised ordinary hours for which the staff member is engaged are altered by agreement then the University and the annualised hours staff member shall ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

Termination of Employment

30.16 In the event that the employment of an Annualised Hours staff member ceases, for

whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member, will be performed and:

- if the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member; and
- if a staff member has performed work for which he/she has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

31. MINIMUM PERIOD OF ENGAGEMENT

31.1 The minimum period of engagement for a casual professional staff member will be as follows:

| Category of employee | Minimum period of engagement |
|---|------------------------------|
| Students; persons with an occupation elsewhere; pastoral and farm workers; grape pickers; | 1 hour |
| Assisting disabled students; trades persons; maintenance workers; electricians | 2 hours |
| All other staff except where requested by the staff member and agreed by the University | 3 hours |

32. OVERTIME FOR CASUAL PROFESSIONAL STAFF

32.1 Overtime is payable to casual professional staff in respect of work in excess of 7.25 hours, on one day. In respect of such excess, the staff member shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full time staff member or the casual loading, but not both.

Part C4: Individual Contracts

33. PERFORMANCE- BASED CONTRACTS

Offering performance-based contracts

33.1 The University may, in accordance with this clause enter into performance-based contracts with certain members of staff employed in the manner described below, which set out key performance criteria or targets which must be met within defined time frames or under defined circumstances ("performance-based contracts").

Offers of performance-based contracts

33.2 Contracts entered into pursuant to this clause may be offered only if the contract involves an offer of employment to persons who are to be employed as or who are employed as:

- professional staff at level 10D and above; or
- academic staff in the following circumstances:
 - (a) Head of Department in receipt of a salary and cash-equivalent loadings equivalent to Level E or above;
 - or
 - (b) where the academic staff member is a Level E and is in receipt of salary and cash-equivalent loadings in excess of \$143,657 (indexed in accordance with salary increases paid over the nominal life of the Agreement).

- 33.3 Where a Head of Department appointed in accordance with clause 33.2(a) above is a level D or less, his or her employment may only be terminated pursuant to the serious misconduct, unsatisfactory performance or redundancy procedures of this Agreement.
- 33.4 Where the University intends to offer a person a performance-based contract in accordance with this clause it must:
- (a) advise the person that he/she may choose a representative to negotiate the terms of such a contract on their behalf; and
 - (b) provide the person with access to this Agreement.
- 33.5 Where a person enters into a performance based contract pursuant to this clause, the performance-based contract may contain a provision which stipulates that any or all of the following clauses of this Agreement shall not apply to the employment covered by the contract:
- Part I (Unsatisfactory Performance and Misconduct) and Part K (Employment Security and Termination)
- 33.6 In circumstances where the performance-based contract stipulates that any of the clauses listed above shall not apply, the termination of the person will be in accordance with Division 3 of Part VIA of the *Workplace Relations Act 1996*, except that the required period of notice referred to in Section 170CM shall be stated in the contract and will be a minimum of three months. When any contract pursuant to this clause involves a probation period that probation period will be no less than three months.

Part D: Classification

34. CLASSIFICATION

Professional Staff

- 34.1 Professional staff positions will be classified in accordance with the Professional staff (previously General staff) Position Classification Standards (PCS), set out in the University's Personnel, Policies and Procedures Manual at the date of certification of this Agreement. The PCS will be used to determine salary based on work value of positions.
- 34.2 Any professional staff grievance over the failure to reclassify a position will be dealt with initially under the Review of Actions provisions of Part N, Grievances and Dispute Resolution.

Academic Staff

- 34.3 Academic staff positions will be classified on appointment in accordance with the Minimum Standards for Academic Levels (MSALS), set out in the University's Personnel, Policies and Procedures Manual. The MSALS will not be used as a basis for reclassification.
- 34.4 An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion process.
- 34.5 The parties to this Agreement note that the University intends to establish a single set of MSALS covering both Teaching & Research and Research-Only staff. This will require a review of the existing MSALS. The purpose of the review is to make such

changes as are necessary to establish a single set of MSALS which would continue to reflect current work value levels.

- 34.6 The review and subsequent changes to the MSALS will be undertaken in accordance with Clause 85 (Managing Change). Unless reviewed, the MSALS will be those included the University's Personnel, Policies and Procedures Manual as a date of certification of this Agreement.

35. LINKED ADVANCEMENT AND BONUS PROGRAM: PROFESSIONAL STAFF

The Linked Advancement Program

- 35.1 Professional staff appointed to classification levels 1-8 will have the opportunity to progress through the incremental structure of their appointed classification level and move into the classification level above. For the avoidance of doubt and subject to the criteria and processes in clause 35.4-34.9 below:
- those professional staff appointed to Level 1 will have access to Level 2
 - those professional staff appointed to Level 2 will have access to Level 3
 - those professional staff appointed to Level 3 will have access to Level 4
 - those professional staff appointed to Level 4 will have access to Level 5
 - those professional staff appointed to Level 5 will have access to Level 6
 - those professional staff appointed to Level 6 will have access to Level 7
 - those professional staff appointed to Level 7 will have access to Level 8
 - those professional staff appointed to Level 8 will have access to Level 9
- 35.2 Advancement to the higher classification level will not be automatic.
- 35.3 A professional staff member may be link advanced to the classification level above only once.

Criteria for advancement to the higher level

- 35.4 It is the joint responsibility of the supervisor and professional staff member to plan for the move to the higher level. This should form part of the normal Performance Development Framework discussions and should include:
- consideration of what work at the higher level involves,
 - consideration of the needs of the Department for work at the higher level,
 - work at the higher level in the Department is available,
 - training requirements including possible secondment,
 - opportunities to relieve in positions at the higher level,
 - progressively building upon aspects of their existing job in the last year at the lower classification level,
 - planning as to how the job will "grow" to allow the professional staff member to work at the higher level; and
 - if the supervisor and the staff member do not believe the job will grow, consideration as to appropriate transfer opportunities for the professional staff member
- 35.5 Advancement to the higher level requires that work at the higher level, for which the University has a need, is available.
- 35.6 The criteria for advancement of the professional staff member to the higher level are that:
- the staff member meets the training level or qualifications requirements in the position classification standards for the higher level (i.e., the staff member has the necessary skill base);
 - the staff member has achieved a rating of at least "good" as part of their last performance review.

- 35.7 Departments must make reasonable efforts to ensure that work at the higher level is available.
- 35.8 Options for advancement would normally be considered when the staff member reaches the top increment of the lower level.
- 35.9 It is noted that a performance measure for supervisors will be an assessment of the extent to which they have developed the career paths of the staff members they supervise.
- 35.10 Where a professional staff member is:
- at the top of his or her incremental level within a classification; and
 - is assessed as outstanding in their performance review
- he or she will be eligible to be considered for a discretionary non-superannuable annual performance bonus.

Part E: Remuneration

36. SALARY RATES AND PAYMENTS

- 36.1 The minimum salaries payable at the date of certification of this Agreement to staff members covered by this Agreement are set out in Schedule 1.
- 36.2 Salaries will be paid fortnightly.

37. SALARY INCREASES IN 2006

Quantum

- 37.1 During 2006, base salaries will be increased by a minimum of 3.90% in April and 1.79% in September.
- 37.2 Salary increases additional to those above will be paid in April and September 2006 subject to the achievement of fee outcomes identified in the following table:

| Fee Revenue (\$M) | | Incremental Salary Increase | Cumulative Salary Increase |
|-------------------|-----|-----------------------------|----------------------------|
| Band | | | |
| 257 | 262 | 0.20% | 0.20% |
| 262 | 267 | 0.30% | 0.50% |
| 267 | 272 | 0.30% | 0.80% |
| 272 | 277 | 0.51% | 1.31% |
| >277 | | .40 in \$ | |

- 37.3 Any salary increase, including any contingent salary increase to the extent that targets have been met, shall be payable from the first pay period commencing after 31 March and 31 August 2006.

Review

- 37.4 At the end of June 2006, the University will review total salary increases paid between 1 September 2003 and 30 June 2006. Should the total salary increases paid not amount to 15% (incremental) by 30 June 2006, the University will bring forward part or all of the September 2006 base salary payment such that total salary increases awarded between 1 September 2003 and 30 June 2006 amount to 15% (incremental), and be paid from the first full pay period thereafter.

38. SALARY INCREASES 2007 AND 2008

Base Increases

- 38.1 Effective from the first pay period commencing after 31 March in each of 2007 and 2008, base salaries will be increased by 4.00%, unless in 2006 increases equivalent to 5.89% are paid, in which case the payment in March 2007 will be 3.8%.

“Earning Esteem” Incentive

- 38.2 In addition to the salary increases provided for in clause 38.1 above, in each of 2007 and 2008 additional salary increases equivalent to 1.00% of salary will be paid in the event that the University achieves:
- a “top ten” national ranking in learning and teaching as assessed by the Commonwealth Learning and Teaching Performance Fund allocations for each of 2007 and 2008;
 - top rank status on at least three of the four indicators of National Research Competitiveness in each of 2006 and 2007; and
 - fee revenue growth of at least \$21M a year in each of 2007 and 2008.
- 38.3 Any additional salary increases payable in accordance with this sub-clause will be payable from the first pay period commencing after 30 September in each of 2007 and 2008.

39. REMUNERATION PACKAGING

- 39.1 Staff may request that part of their salary be used to provide benefits on a salary sacrifice basis. In accessing non-cash benefits, the staff member must meet the full cost of the provision of such benefits and associated taxation and administration costs.
- 39.2 The salary to be used for the purposes of calculating the following entitlements shall be the salary rates as specified in this Agreement:
- employer contributions to superannuation;
 - payments of accrued annual leave and long service leave on termination;
 - severance payments including redundancy benefits, early retirement payments and payments flowing from the application of clauses 16 (termination of fixed-term contracts), 80 (redeployment and redundancy: academic staff) and 81 (redeployment and redundancy: general staff);
 - annual leave loading; and,
 - overtime and shift payments.
- 39.3 A staff member who enters into a remuneration packaging arrangement with the University may elect, upon ten working days’ notice, to discontinue or rearrange the remuneration packaging if:
- there is change to any law affecting all or some of the elements of the remuneration packaging; and/or
 - where changes in the personal circumstances of the staff member would result in financial disadvantage to the staff member if s/he were unable to discontinue or rearrange his or her remuneration packaging.
- 39.4 If a remuneration packaging agreement is discontinued, or if the staff member’s employment is terminated, the University shall be entitled to recover any payment of salary and benefits granted in advance. To effect such a recovery, the University may make deductions from the staff member’s salary or any other monies that would be payable upon the staff member’s termination
- 39.5 In the event that relevant legislation changes which makes salary packaging unlawful or financially unviable for the University, the University reserves the right to withdraw

the arrangements and will not be responsible for any loss or damage suffered by a staff member as a result of such changes.

40. SUPERANNUATION

- 40.1 The University will, for the life of this Agreement, continue existing superannuation arrangements, including the rate of employer contributions in effect at the date of certification of this Agreement to the Award Plus Plan and Defined Benefit Plan/Investment Choice Plan administered by UniSuper, for existing and new staff members.
- 40.2 Should any amendment to the UniSuper Trust Deed make it possible during the life of this Agreement for the University or employee members of UniSuper to reduce their contributions, the University will consider allowing individual staff members the flexibility (at their initiation) to receive part of that employer contribution as additional salary, and/or to reduce the employee contribution.

41. CLINICAL LOADINGS

- 41.1 The University may pay clinical loadings to its academic staff as follows:
- the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care will be \$17,361 per annum.
 - the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school will be \$11,589 per annum.
 - the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school will be \$8,692 per annum.
 - Whether an academic is entitled to a full clinical loading rather than to a loading of \$11,589 or \$8,692 per annum should be determined by the University in light of the nature and extent of the academic's patient-care responsibilities.
 - The clinical loading for a dentally qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students will be \$8,692 per annum.

Application

- 41.2 All clinical loadings are superannuable and will be paid to an academic during periods of study leave, annual leave and long service leave.
- 41.3 The loadings as provided above will be increased by the University Council.

42. ACCIDENT MAKE-UP PAY

Entitlement

- 42.1 A staff member who receives compensation in respect of incapacity pursuant to the *Accident Compensation Act 1985* will be paid accident make-up pay by the University.
- 42.2 The maximum period or aggregate periods of accident make-up pay to be made by the University will not exceed a continuous period of 52 weeks or an aggregate of 52 weeks in respect of any one injury.
- 42.3 A staff member who is eligible to receive accident make-up pay will be paid such pay by the University equal to the difference between the weekly rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury (excluding any payment for overtime, shift

premiums, special rates or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred) and the sum of:

(a) the amount of weekly compensation received by the staff member; and
(b) the weekly amount the staff member may be earning in the employment in which the staff member is employed by reason of any partial incapacity.

- 42.4 Further matters regarding accident make-up pay will be regulated in accordance with existing University policy.

43. USE OF PRIVATE MOTOR VEHICLES FOR UNIVERSITY BUSINESS

- 43.1 The University may approve the use by staff member of a privately owned motor vehicle for University business. In such cases an allowance will be payable to the staff member as follows:

Cars: 50 cents per kilometre

Part F: Hours of Work and Workload Management

44. THE WORKLOAD MANAGEMENT FRAMEWORK

- 44.1 This Agreement establishes a Framework for the planning, allocation and management of staff workload. The Framework applies to all staff.
- 44.2 The aim of the Framework is to:
- state fundamental workload allocation principles; and
 - assist Heads of Department or equivalent to plan, allocate and manage workloads through consultation with members of staff to provide transparency and accountability.
- 44.3 The University will manage workloads in accordance with the following principles.
- Workloads will be allocated in a fair and equitable manner.
 - Workloads will be allocated with regard to the University's duty to care for, and protect the health and welfare of, staff in relation to the performance of their duties.
 - Each staff member is entitled to a reasonable workload. In particular, the allocation of work to a staff member will
 - be consistent with the staff member's level of appointment, time fraction and stage of the staff member's career and for professional staff, manageable within ordinary hours of work; and,
 - recognise the importance of maintaining an appropriate balance between work and personal life.
 - Consistent with operational requirements and at the staff member's request, workloads may be subject to reasonable adjustment to address work/life balance.
 - Supervisors and managers will endeavour to ensure that all staff have the necessary resources and support to adequately manage their workload.
 - Planning for new initiatives will include fair and proper consideration of workloads.
 - Staff members and supervisors should ensure that workloads are managed such that leave entitlements are taken in a timely manner to ensure adequate breaks from work.
- 44.4 When there is a change in circumstances which has led, or is likely to lead, to a demonstrable increase or decrease in the workload of a staff member (for example the employment of additional casual staff), that staff member's workload should be reviewed as soon as possible by the supervisor.

45. LOCAL WORKLOAD ALLOCATION PROCESSES

- 45.1 Heads of Department or equivalent shall develop, in consultation with staff in the Department or equivalent, and implement a method of calculating comparative workloads of staff and presenting them to the staff of the Department or equivalent for discussion. The model may be in writing or on an informal basis but must be consistent with the WMF principles.

46. WORKLOAD REVIEW PROCESS – INDIVIDUAL COMPLAINTS

- 46.1 Individual complaints about the application of the WMF should be discussed with the staff member's supervisor and, if necessary, his or her Head of Department.
- 46.2 Should discussions fail to resolve such matters, a staff member may access the Review of Actions provisions outlined in Part N of this Agreement. During any such review constituted in accordance with this clause, the Workload Advisory Committee may advise on the workload management issue to facilitate resolution of the workload matter.

47. MONITORING AND EVALUATION

- 47.1 The University's Occupational Health and Safety (OHS) Committee will monitor workload regulation and provide a central point of reference for workload management models through establishment of a Workload Advisory Committee.
- 47.2 The WAC will consist of
- three representatives nominated by the University, and
 - three elected employee representatives, of which at least one shall be an academic and one a professional staff member; and a
 - Chair, nominated by the OHS Committee.
- 47.3 The WAC's role shall be to:
- monitor the application of the WMF to work practices and policies;
 - research, review and promulgate workload management best practice; and,
 - upon invitation by a Department, advise on the development of workload management policy & guidelines.
- 47.4 The WAC will carry out these functions on behalf of the OHS Committee.

48. STAFF STUDENT RATIOS

- 48.1 Insofar as Student Staff Ratios are a measure of workload, the University will use its best endeavours to ensure that Student/Staff Ratios (SSRs) by faculty do not deteriorate, provided that this is consistent with the University's strategic goals.
- 48.2 The University will act in accordance with the Workload Management Framework to ameliorate increased demands on staff time whenever SSR targets in any faculty are not maintained and staff members experience a significant increase in workload.
- 48.3 The Workloads Advisory Committee will monitor the SSRs on an annual basis, identify any faculties in which SSRs have increased and report to the Occupational Health and Safety Committee.

49. FLEXIBLE WORKING ARRANGEMENTS

48 Week Year Scheme

- 49.1 Staff will have access to a forty-eight week year scheme, flexible working hours, part-time work, job-sharing arrangements and home based work, subject to the approval of the supervisor

- 49.2 The forty-eight week year is a scheme under which a full-time member of staff may work forty-four weeks of a negotiated twelve month period and within that twelve month period be entitled to four weeks of paid leave in addition to four weeks annual leave, with a commensurate reduction in salary.

Planned Career Breaks

- 49.3 In order to provide staff members with additional flexibility to balance personal and professional commitments, the University shall establish procedures under which full-time members of academic or professional staff may access planned career breaks.
- 49.4 By agreement, a staff member may work for an agreed period at a reduced salary. The forgone salary shall be used to fund an agreed period of leave paid at the same reduced salary level. The agreed period of leave shall be referred to as a planned career break.

50. MEAL & TEA BREAKS

- 50.1 No staff member will be required to work more than five hours continuously without a meal break of at least half an hour.
- 50.1 Morning and afternoon tea breaks each of 10 minutes' duration (to count as time worked) will be allowed under arrangements acceptable to the University. In order to maximise operational and personal flexibility, local work areas may agree to vary the timing of meal and tea breaks.

51. THREE TERM YEAR

- 51.1 In the implementation of a three term year, the University will ensure that academic staff have time free of teaching of at least one term per annum, provided that the academic staff will use that time for research relevant to the discipline area.
- 51.2 The University will, in consultation with the Staff Consultative Committee, monitor the workload in the professional staff area as a result of any implementation of a three term year and take appropriate action to reduce workloads if necessary.

Part F1: Professional Staff Hours of Work

52. PROFESSIONAL STAFF HOURS OF WORK

- 52.1 The ordinary hours of work for a full-time professional staff member will not exceed 36.25 per week.
- 52.2 The spread of ordinary hours for day work will be from 7.30 a.m. to 7.30 p.m., five days per week.
- 52.3 The ordinary working days are Monday to Friday inclusive. By mutual agreement in writing between the University and a professional staff member, a professional staff member may agree to substitute Saturday and/or Sunday for a week day, in which case Saturday and/or Sunday will be treated as an ordinary working day (a week day) for the purposes of clause 54. This sub-clause does not apply to the staff covered by the Trades and Services Schedule (Schedule 2).
- 52.4 From the date of certification of this Agreement, where a professional staff member in any classification whose salary level is at or below salary fixed for a Higher Education Worker level 6 by mutual agreement with the University agrees to vary their ordinary working days in accordance with 52.3 above, the staff member will receive a 25% penalty loading for the ordinary hours worked on the Saturday and/or Sunday. A staff member at Higher Education Worker level 7 or above will be entitled to time off in lieu

a the rate of 25%. The requirement to pay a 25% loading for Saturday and/or Sunday work under the arrangements outlined above will expire at the nominal expiry date of this Agreement.

- 52.5 Where a staff member agrees to vary their ordinary days of work in accordance with clause 52.3, the staff member will have the right to request to revert to working weekdays on the grounds of the staff member's personal circumstances including family responsibilities. In these circumstances, the University will not unreasonably refuse such a request. The staff member will normally make any such request a minimum of 3 months prior to the intended date of the reversion.
- 52.6 Where the University agrees to vary the ordinary working days of a staff member in accordance with clause 52.3, the University will have the right to vary those previously agreed arrangements where the work on those days are no longer required, for health and safety reasons or where operational funding is reduced and those arrangements can no longer be afforded. In these circumstances, the staff member will not unreasonably refuse such a request. The University will normally provide a minimum of 3 months notice to the staff member.

53. SHIFT WORK

- 53.1 Shift work is performed where a staff member is instructed by the University to start or finish his or her ordinary hours of duty other than on overtime outside the spread of hours defined at 52.2. Professional staff will be given seven days notice including five working days of the requirement to work or cease working shifts or to change times of starting or finishing work. A staff member on shift work will be paid an additional loading of 15% of salary per day.
- 53.2 Where the University requires a person engaged for ordinary hours for day work to move to shift work, it may request the staff member to vary his or her hours of attendance, in which case the staff member will be eligible for shift allowance in accordance with clause 53.1. The staff member will not unreasonably refuse a request to move to shift work.

54. OVERTIME

- 54.1 The University may require a staff member to work reasonable hours in excess of the ordinary hours of duty and the professional staff member will, on reasonable notice, work such overtime in accordance with the instructions of an authorised officer.
- 54.2 A staff member may refuse to work overtime in circumstances where working overtime would result in the staff member working hours which are unreasonable, having regard to:
- any risk to the staff member's health and safety;
 - the staff member's personal circumstances including any family responsibilities;
 - the needs of the workplace;
 - the notice (if any) given by the University of the overtime and by the staff member's intention to refuse it; and
 - any other relevant matter.
- 54.3 Other than by mutual agreement no professional staff member will be required to work a total amount of overtime in any tax year beyond that which would attract overtime payments of an amount equal to one-quarter of the professional staff member's annual gross salary (excluding overtime payments) for the tax year.
- 54.4 A professional staff member in any classification whose salary level is at or below salary fixed for a Higher Education Worker level 6 will be eligible to be paid for overtime worked.

- 54.5 Where work over and above ordinary hours is directed, and the staff member is not eligible for paid overtime (at HEW 7 and above), the staff member is entitled to claim time off in lieu.
- 54.6 The staff member must document the hours worked, provide these details to their supervisor within five working days and discuss with their supervisors their arrangements for taking time off in lieu.

Overtime, Sunday and University holiday rates

- 54.7 Overtime will be paid for all work performed in excess of or outside the ordinary hours prescribed and calculated on a daily basis at the following rates:

Week days - time and a half for the first three hours and double time thereafter;

Saturdays - time and a half up to 12.00 noon (or the first three hours whichever occurs first) and double time thereafter;

Sundays - double time;

University holidays prescribed in clause 65 - University holidays - double time.

Time off in lieu

- 54.8 By agreement, but not otherwise, a professional staff member eligible for overtime payment may be granted time off in lieu of overtime worked at a time convenient to the University, calculated at one and a half times the actual hours worked.

Return to duty

- 54.9 Where a professional staff member who is eligible for overtime payment has completed the ordinary day's work and is then given notice to return to duty on that day, payment at overtime rates as prescribed in 54.7 will be made provided that the professional staff member will receive a minimum payment as for three hours' work at ordinary rates.

Part G: Special categories of work

55. ON-LINE TEACHING

- 55.1 The University will develop a policy on on-line teaching which will include a provision that casual academic staff members should not have sole academic responsibility for the development of an on-line teaching course.
- 55.2 However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the resulting Policy throughout and beyond the nominal life of the Agreement.

56. WORK-RELATED TRAVEL

- 56.1 The University will maintain an off-shore work policy will include provisions concerning:
- reasonable right to refuse off-shore work;
 - communication with immediate family;
 - work-related travel between campuses;
 - right to direct staff to return to Australia, where the University forms the view that it is unsafe for the staff member to remain offshore.

- 56.2 However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the resulting Policy throughout and beyond the nominal life of the Agreement.

Part H: Staff Development

57. SUPERVISORS

- 57.1 For academic staff, the supervisor is normally the Head of Department but may be another staff member nominated by the University. Where the Head of Department is not the supervisor, the academic staff member will be notified in writing. Academic staff members may request the nomination of an alternative supervisor.
- 57.2 For professional staff the supervisor will be nominated by the Head of the organisational unit.
- 57.3 Prior to undertaking the supervisory responsibilities of the Performance Development Framework, each supervisor must have completed training in the Scheme and methods of giving feedback. Normally this will occur within three months of the appointment of the supervisor.

58. THE PERFORMANCE DEVELOPMENT FRAMEWORK

Purpose of the Development Framework

- 58.1 The University places a high priority on individual and organisational performance and the development of staff.
- 58.2 The Performance Development Framework supports staff to develop to their full potential to achieve personal and professional goals congruent with the strategic and operational objectives of the University.
- 58.3 The Framework provides a basis for:
- (a) The formal encouragement of individual learning and career development of staff by their supervisors.
 - (b) A series of discussions and documentation of performance expectations, development activities and review of achievements over a period of time.
 - (c) Decision making in relation to reward and recognition for performance and decisions in regard to bonus payments, general faculty loadings, academic promotion, linked advancement, accelerated increments and incremental advancement. While PDF outcomes will be considered as part of, they will not be the sole determinant of, academic promotion.
 - (d) The systematic management of performance. All decisions relating to probation, performance improvement and disciplinary action for unsatisfactory performance must be made in accordance with the procedures defined in clauses 61, 63 and 65 of this Agreement.
 - (e) Faculties or major organisational units to develop local performance development schemes consistent with the principles and components established in this Agreement.

Application of the Performance Development Framework

- 58.4 The Performance Development Framework applies to all continuing and fixed term staff members.

- 58.5 The Performance Development Framework does not apply to casual staff members (except for clause 57). The performance of casual staff members is managed consistent with clause 25.
- 58.6 New staff members will be introduced to the Performance Development Framework as part of his/her probation process to establish an understanding of the University's probation policy, their expected performance standards and performance support mechanisms, including professional development.
- 58.7 Details of feedback discussions and reviews shall remain confidential between staff members, their supervisors and subsequent supervisors, however, information shall be available to decision makers in pursuance of clauses 61, 63, 64 and 65 (unsatisfactory performance, non-confirmation of probation and withholding increments). Notification of performance ratings may also be required to facilitate the management of reward and recognition of performance in accordance with clause 58.3(c).
- 58.8 Outcomes of feedback discussions shall be documented and the staff member may retain copies.
- 58.9 All new staff shall participate in a training program on the operation of the Performance Development Framework. Supervisors must undertake training in both the PDF process and the skills required to lead the process.

59. PERFORMANCE DEVELOPMENT SCHEMES

Core Principles of Performance Development Schemes

- 59.1 Performance development schemes will be developed in consultation with staff members in Departments to ensure that they are tailored to meet the needs of local University work areas, providing that schemes developed will:
- encourage an individual and work unit planning environment linked to organisational plans;
 - ensure clarity with respect to roles and responsibilities;
 - encourage productive working relationships and a focus on results;
 - enable discussion of broader issues which may impact on the staff member's working life;
 - ensure on-going feedback, coaching and support;
 - promote career planning and development, and;
 - build a culture of good performance, individual learning and career development.

Core components of Performance Development Schemes

- 59.2 In addition to the above core principles the University Performance Development scheme will include provisions for:
- The development of evaluative, transparent, fair and equitable performance outputs and performance indicators and appropriate professional development activities for all staff members;
 - On-going discussion, feedback and coaching on performance to be provided to all staff members;
 - The discussion of performance issues requiring improvement as they arise, and constructive feedback provided and issues to be documented;
 - At least one annual review and feedback discussion. Where a fixed-term staff member is engaged for 12 months or less the review will be undertaken at least 2 weeks prior to the expiry of his/her fixed-term contract; and
 - Data to be collected as part of the performance development framework in a format consistent with University policy.

60. ELEMENTS OF PERFORMANCE REVIEWS AND FEEDBACK DISCUSSIONS

- 60.1 The principal elements to be covered in performance reviews and feedback discussions are:
- review of the role and/or responsibilities of the staff member, including objectives and skills and/or knowledge acquisition set in previous feedback discussions;
 - consideration of the workload of the staff member (although staff members may raise workload issues with their supervisors whenever there is a concern or problem);
 - acknowledgement of initiatives and independent achievements of the staff member;
 - a plan which includes staff or professional development activities and future performance objectives;
 - feedback to the staff member on his/her performance against previously determined objectives and whether performance has been unsatisfactory, satisfactory, good or outstanding;
 - where appropriate, advice as to whether an increment will be awarded;
 - feedback and coaching to the staff member on specific areas requiring development, which should be clearly documented where performance is unsatisfactory.
- 60.2 Outcomes of feedback discussions shall be documented and the staff member and supervisor may retain copies.
- 60.3 Performance objectives and staff development goals will take into account:
- the level and time-fraction of the staff member's appointment;
 - the teaching, research and professional interests of an academic staff member, and;
 - the professional and/or skill development needs of the staff member.

61. PERFORMANCE IMPROVEMENT MEASURES

Non-application to probation

- 61.1 These procedures shall not apply in relation to decisions regarding probation.

Action to be taken where performance is unsatisfactory: Performance improvement plan (PIP)

- 61.2 Where at any stage in the performance development cycle, a supervisor forms the view that a staff member's performance is unsatisfactory, s/he should discuss with the staff member the elements of performance which are unsatisfactory. The supervisor will develop a Performance Improvement Plan (PIP) in consultation with the staff member, who must be provided with the opportunity to comment on the draft objectives prior to the implementation of the PIP. Where a staff member objects to any aspect of the proposed PIP, a Head of Department (or equivalent) from an independent area shall determine the matter.
- 61.3 The PIP shall include:
- a clear statement of performance objectives;
 - details of the behaviours and outputs necessary to achieve the performance objectives;
 - the time frame in which they are to be reached (which shall normally be no greater than 6 months unless otherwise agreed between the staff member and the supervisor);
 - detail the provision of developmental or other support relevant to improving performance. Such support may include, but shall not be limited to, guidance, counselling and consideration of work allocation;
 - specification of regular performance review meetings during the course of the PIP;

- a copy of this clause and clause 65 (detailing the potential penalties which may be imposed if no performance improvement is forthcoming).

61.4 Copies of all documentation associated with the PIP, including signed minutes of the performance review meetings, will be provided to the staff member.

62. REVIEW OF THE PERFORMANCE DEVELOPMENT FRAMEWORK

62.1 Prior to the expiry of this Agreement but no earlier than 30 June 2007, a working group will review the application of the current PDF across the University.

62.2 The working group will comprise three members with appropriate expertise or experience nominated by the University after consultation with the SCC.

62.3 The Working group will be comprised as follows:

- a Project Manager;
- one professional staff member; and
- one academic staff member.

63. INCREMENTS

63.1 An increment shall be awarded if a staff member has participated in the Performance Development Framework and their performance has been assessed as satisfactory or better.

63.2 An increment shall be deferred if a staff member has participated in the Performance Development Framework and has been assessed as unsatisfactory and is subject to a performance improvement process under clause 61.2.

63.3 An increment may be deferred if a staff member has not participated in the Performance Development Framework because of unpaid absence from the workplace for an extended period, for purposes not connected to the work that he or she has undertaken for the University, provided that the period of deferral of an increment shall be no more than the period of unpaid absence.

63.4 An increment shall be denied

- if a staff member has refused to participate in the Performance Development Framework; or
- if a staff member's performance remains unsatisfactory following the completion of a PIP.

63.5 Where an increment is deferred under paragraph 63.2 and where the staff member has reached the agreed standard of performance within six (6) months of the deferral, an increment shall be awarded from the date on which it is agreed that the staff member's performance is satisfactory. Should the staff member not reach the agreed standard, the staff member shall be advised of the reasons in writing, and the increment shall be denied.

64. PROBATION

64.1 Sub-clauses 64.3 & 64.6-64.8 applies to all appointments other than casuals and continuing academic staff.

64.2 Before the end of the probation period specified in a staff member's contract of employment, a decision must be made as to whether the staff member should continue in employment with the University.

Probation periods

64.3 The probation periods for academic staff on fixed-term contracts and professional staff will be:

| Duration of employment | Maximum probation |
|-------------------------------|--------------------------|
| Up to one year | Three months |
| More than one year | Six months |

Probation criteria

- 64.4 Probation criteria must be in writing and be
- specified as definable goals and included in the staff member's contract of employment;
 - related to the position description for the position;
 - related to the level and time frame of the appointment of the staff member; and
 - designed to ensure that the staff member will work productively in the University.

Role of supervisor during probation period

- 64.5 The supervisor must support the new staff member by:
- setting and clarifying probation criteria;
 - establishing goals in the Performance Development Scheme which are consistent with the probation criteria;
 - meeting the staff member at regular intervals to monitor progress;
 - providing reasonable counselling and coaching;
 - providing reasonable training and professional development;
 - documenting progress and ensuring that the staff member sees and has the opportunity to comment on any probation reports;
 - alerting the staff member to the possibility of termination if it appears that the criteria are not being met and supporting the staff member in achieving the required performance goals.

Probation decision

- 64.6 The supervisor must make a recommendation as to whether the staff member will be confirmed normally no less than ten working days before the end of the probation period.
- 64.7 Where the recommendation is that the staff member not be confirmed, the staff member must have an opportunity to comment on the recommendation before it is acted on.
- 64.8 In making a decision not to confirm the staff member, the Vice-Chancellor must be satisfied that the probation procedures have been followed, and that the staff member was given appropriate support to achieve the desired standard.

Early decision

- 64.9 Any staff member in a probationary period, or their supervisor, may seek an early decision in relation to the probation, subject to clause 64.11.

Confirmation of continuing academic staff

- 64.10 The confirmation period for continuing academic staff members is a maximum of five years unless extended in accordance with clause 64.14 below. The determinants of whether appointment should be confirmed are whether the staff member achieves the probation objectives and has established the capacity to undertake an academic career. The principles and procedures in clauses 64.4 and 64.5 apply to the confirmation process.

- 64.11 After the first annual PDF performance review discussion, the employment of the staff member may be terminated only:
- on the same basis as a confirmed academic staff member, or
 - if her or his performance is rated unsatisfactory, through an early decision not to confirm; or;
 - at the end of the confirmation period in accordance with this clause,.
- 64.12 A recommendation by the Head of Department to confirm or not confirm must be made 6 months before the expiry of the confirmation period. The staff member may see and comment on the recommendation of the Head.
- 64.13 A committee of academic staff will review the recommendation of the Head of Department.
- 64.14 The committee of senior academic staff who determine the matter, may recommend that the Deputy Vice-Chancellor:
- confirm the appointment;
 - not confirm; or
 - extend the confirmation period by up to one year.
- 64.15 In the event that non-confirmation is recommended the staff member will be:
- advised of the grounds for non-confirmation;
 - provided a minimum of six months notice of termination of employment;
 - or, at the discretion of the University, payment in lieu of notice or part payment and part notice.
- 64.16 Prior to the Vice-Chancellor determining the matter, the staff member may comment on the grounds for the decision. The Vice-Chancellor will take into account any submission of the staff member.
- 64.17 Within ten (10) working days of the receipt of advice of the recommendation not to confirm, the academic staff member may seek a review of that recommendation or decision by the Review and Appeals Committee established at clause 66 (the procedures in which shall be adapted to this clause). The grounds for review are that the outcome of the Panel's deliberations was materially affected by a procedural irregularity; and in the case of early termination for unsatisfactory performance, under clause 64.11 there is sufficient evidence to support a finding of unsatisfactory performance. The Review and Appeals Committee will make recommendations to the Vice-Chancellor who shall determine the matter.

Part I: Unsatisfactory Performance and Misconduct

65. Unsatisfactory Performance and Misconduct

Application

- 65.1 The disciplinary procedures set out in this Part will apply to a staff member where there is alleged or actual:
- continued unsatisfactory performance; or
 - misconduct; or
 - serious misconduct.
- 65.2 This Part does not apply to casual staff members.
- 65.3 The procedures in this Part do not apply to action in relation to unsatisfactory performance during a probation period, or to termination of employment under the probationary procedures.

Definitions

- 65.4 Unsatisfactory performance occurs for the purposes of this clause where performance consistently falls below the expected standard, despite attempts to improve performance in accordance with clause 61.
- 65.5 Misconduct means:
- negligence in the performance of the duties of the position held; or
 - misbehaviour (which shall include favouritism); or
 - refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment; or
 - wilful or gross breach of the University's policies, regulations or procedures (including but not limited to University's policy on sexual harassment, research misconduct or bullying).
- 65.6 Serious misconduct means:
- (a) in relation to professional staff, only a specific action or omission which would constitute prima facie grounds for summary dismissal under the Workplace Relations Act
- (b) in relation to academic staff:
- serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties; or
 - serious dereliction of duties; or
 - conviction by a court of an offence which constitutes a serious impediment to the carrying out of a staff member's duties or to a staff member's colleagues carrying out their duties; or
 - acceptance of payment or other forms of inducement to vary the result of a student.
- 65.6 Disciplinary action means:
- formal censure, warning or counselling;
 - withholding of an increment for up to one year;
 - demotion to a lower classification or increment and/or transfer to another position;
 - in the case of professional staff unsatisfactory performance primarily related to a lack of skill or capacity, transfer to a more appropriate position;
 - suspension with pay;
 - in the case of professional staff on fixed term contracts and academic staff, termination of employment, provided that termination can only occur in the case of serious misconduct or unsatisfactory performance; or,
 - in the case of professional staff employed on a continuing basis, termination of employment
- 65.7 Upon a finding of misconduct or serious misconduct, disciplinary action includes administrative action, such as physical (but not organisational) relocation or suspension of access to particular University computer applications that may be taken, having regard to the nature of the misconduct. For administrative action to be taken, there must be a sufficient connection between the action and the offence, and the purpose and extent of the administrative action must only be such as is strictly necessitated by the circumstances, not to impose an additional penalty.

Procedures

- 65.8 The Vice-Chancellor may take disciplinary action against a staff member for unsatisfactory performance, misconduct, or serious misconduct on the recommendation of a Deputy Vice-Chancellor, if

- the allegations against the staff member have been investigated by an impartial person and a report of the investigation has been forwarded to the Deputy Vice-Chancellor and Vice Chancellor;
- the Review and Appeals process, if invoked, has concluded; and
- the staff member has been accorded fair treatment.

- 65.9 A staff member has been accorded fair treatment if:
- the staff member has been advised in writing of allegations made against her or him, including relevant facts, reasoning and documentation;
 - the staff member has, during the investigation process, been given a reasonable opportunity to be heard, to produce all relevant evidence, to have relevant persons interviewed and to make written submissions in relation to all allegations and to comment on any penalty recommended;
 - findings made against the staff member are made on the basis of a reasonable and accurate assessment of the evidence;
 - any disciplinary action is proportionate to the staff member's alleged conduct or performance; and
 - the allegations have been investigated in accordance with this Agreement and with law.
- 65.10 'Allegations' refers to all the allegations which have led to the determination of unsatisfactory performance, misconduct or serious misconduct.
- 65.11 A recommendation from a Deputy Vice-Chancellor that a disciplinary penalty be imposed must be forwarded to the staff member before the Vice Chancellor determines the matter. The recommendation must be accompanied by a report detailing the alleged unsatisfactory performance or (serious) misconduct and stating:
- findings of fact;
 - conclusions reached on the evidence provided (including an outline of any evidence and documents relied on); and
 - reasons in support of findings (including any mitigating factors).
- 65.12 A staff member may seek review of the recommendation of the Deputy Vice-Chancellor by the Review and Appeals Committee within ten (10) days of receiving it.
- 65.13 Where review is sought, the Review and Appeals Committee shall report to the Vice Chancellor on:
- (a) whether there is sufficient evidence to support the finding of misconduct or serious misconduct;
 - (b) whether the procedures of clause 65.9 have been followed; and
 - (c) whether the proposed disciplinary action is in proportion to the level of unsatisfactory performance, misconduct or serious misconduct.
- 65.14 The Committee must report within 20 working days of first convening (or such longer time as the Vice Chancellor allows). The Vice Chancellor shall then determine the matter and advise the staff member of the grounds for the penalty.
- 65.15 A staff member has the right to be represented by a person other than a practising barrister or solicitor when a matter is being investigated or reviewed under this Part.

66. REVIEW AND APPEALS COMMITTEE

Review and Appeals Committee

- 66.1 The University will establish a Review and Appeals Committee to hear requests for review arising from decisions relating to unsatisfactory performance, misconduct; and serious misconduct.

Composition

- 66.2 The Review and Appeals Committee shall consist of three members:
(a) a person from within the University chosen by the Vice-Chancellor;
(b) an elected member of the Staff Consultative Committee (SCC) nominated by the SCC; and
(c) a chairperson chosen by the Vice-Chancellor in accordance with clause 66.4.
- 66.3 No member of a Review and Appeals Committee may represent the interests of either the University or the staff member.

Chairpersons of Review and Appeal Committees

- 66.4 Chairs appointed to Review and Appeal Committees under clause 66.2 shall have relevant experience, be independent and command the confidence of management and staff.
- 66.5 A panel of Chairs will be established by the University following consultation with the SCC.
- 66.6 The Vice-Chancellor will be responsible for selecting a Chair from that panel, having regard to the requirements of 66.4.

Operation of Review and Appeal Committees

- 66.7 The Review and Appeals Committee must
- act quickly, fairly, impartially, and confidentially;
 - only consider the case brought before it in the light of the grounds for review specified at clause 65.13;
 - provide a reasonable opportunity for the University and staff member and if they so wish, 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;
 - permit the University and staff member and if they so wish, their representatives, to be present at all hearings where evidence is taken or submissions are being made;
 - at the request of the staff member or the University, keep a tape recording of the proceedings, but not its deliberations, which will be made available on request to either party; and
 - provide reasons for its recommendation to the Vice Chancellor

67. SUSPENSION AFTER ALLEGATION OF MISCONDUCT OR SERIOUS MISCONDUCT

- 67.1 Where misconduct or serious misconduct is alleged, a Deputy Vice-Chancellor may suspend the staff member. Such suspension shall be on full pay.
- 67.2 Written notification of suspension, including the grounds for suspension shall be given to the staff member within two (2) working days of the suspension. During any period of suspension the staff member may be excluded from the University and denied access to University systems and facilities, provided that s/he shall be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.

Part J: University Holidays and Leave

68. UNIVERSITY HOLIDAYS

University holidays

- 68.1 A staff member (other than a casual staff member) shall be entitled to the following holidays without loss of pay:
- 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
 - Good Friday and the following Monday and Tuesday;
 - 25 April (ANZAC Day);
 - the day observed to celebrate the anniversary of the birth of the Sovereign;
 - 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
 - 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December;
 - the days between Boxing Day and New Years Day;
 - any such other days, as the Vice-Chancellor shall declare; and,
 - any day or days are gazetted in addition to or in substitution of any of the above mentioned days by proclamation or legislation.
- 68.2 Annual or sick leave are not deducted for an absence on these days. By agreement with their supervisor, a staff member may substitute a cultural or religious day of significance to the staff member for one of the university holidays.

69. ANNUAL LEAVE

Entitlement to annual leave

- 69.1 A staff member shall be entitled to 20 days of annual leave for each 12 months of continuous paid service, or pro-rata for periods less than 12 months.

Taking Leave

- 69.2 Annual leave entitlements should be taken each year at times mutually agreed by a staff member and his or her supervisor, normally after 12 months service.

Excessive annual leave entitlements

- 69.3 Unused annual leave must be no greater than a maximum of 40 days. However, a staff member who has accrued annual leave entitlements in excess of 40 days, may cash out all or part of the excess entitlement providing they take an amount of annual leave equal to or greater than that cashed out,
- 69.4 A staff member who, at 31 October of any year, has accrued in excess of 36 days annual leave, will receive notification that his or her balance will exceed 40 days on 1 February the following year, unless leave is taken. If it is not, he/she will be considered to be on leave from 1 February for the period of leave in excess of 40 days, unless, over the preceding year, reasonable requests for leave have been denied.

Payment in Lieu on Termination

- 69.5 Payment in lieu of annual leave will be made for any entitlement to annual leave not taken on termination. Any excess of entitlement shall be deducted from the final payment, and on death, payment in lieu of accrued annual leave will be paid to the estate of the deceased staff member.

Sickness during Leave

- 69.6 A staff member who becomes sick during annual leave will be credited for the period of illness, subject to adequate supporting evidence being provided on request.

Annual leave loading

- 69.7 Staff members shall be paid an annual leave loading in respect of leave entitlements accrued in the previous 12 months equal to 17.5 per cent of the ordinary pay of the staff member with a maximum payment equal to the Australian Statistician's most recent known figure for Average Weekly Total Earnings of all Males (Australia) for the September quarter.
- 69.8 Annual leave loading accrued since the previous payment, will be paid to eligible staff in the first full pay period in December, or on termination. Those staff who were, at the date of certification, eligible to be paid annual leave loading at the time of taking the leave will be paid the value of the accrued annual leave loading in a once-off lump sum.

70. LONG SERVICE LEAVE

Eligibility

- 70.1 A staff member must have 10 years of continuous service with the University, or another organisation which is recognised by the University for this purpose and where the staff member has applied for recognition of that service for the purposes of determining the entitlement to long service leave. In addition, 10 ten years of service must be of the type where long service leave entitlements accumulate.

Entitlement

- 70.2 After 10 years of service, a staff member is entitled to 13 weeks paid leave, and 6.5 days upon completion of each additional year of service.

Taking long service leave prior to retirement

- 70.3 With the approval of the Head of Department, a staff member within three years of his/her retirement date may take their entitlement on half pay for twice the period, provided s/he has advised the University of this date in writing.

Sick leave while on long service leave

- 70.4 A staff member who becomes sick during long service leave will be credited for periods of three days or more on production of a medical certificate.

Research staff on fixed-term contracts

- 70.5 Where an academic staff member employed on a fixed term contract in the circumstances of research has a break in service of no greater than 6 months between subsequent fixed term contracts, that staff member will be considered to have served continuously for the purposes of determining eligibility for Long Service Leave. The periods of such breaks in service will not count towards the accrual of additional Long Service Leave or other entitlements.

Long service leave management

- 70.6 The long service leave entitlement is capped at 19.5 weeks, unless, over the preceding year, reasonable requests for long service leave have been denied.
- 70.7 The University may direct a staff member with a long service leave entitlement in excess of 19.5 weeks to take up to 13 weeks long service leave with dates of such leave to be nominated by the University.

- 70.8 Long service leave balances must be reduced to a maximum of 19.5 weeks by no later than 30 June 2007. A staff member may cash out part of his/her long service leave entitlement in excess of 19.5 weeks, providing that they take an amount of long service leave equal to or greater than that cashed out.

71. SICK LEAVE

Entitlement to and approval of sick leave

- 71.1 Staff members shall be entitled to 15 days sick leave each year of service. Credits shall accumulate if not taken, and do not accrue in respect of periods of leave without salary. Supporting evidence may be required for absences greater than one day; and/or where the staff member has exceeded three single days sick leave in any one year.

72. PARENTAL LEAVE

Eligibility

- 72.1 A staff member who has completed twelve (12) continuous months as an employee of the University at the time leave is to begin is eligible for paid parental leave. A staff member who has completed less than twelve (12) months' service is entitled to unpaid parental leave. For the purposes of this clause, "child" means a child of the staff member or the staff member's partner, and "primary care giver" means a person who assumes the principal role of providing care and attention to a child.

Entitlement - Maternity Leave

- 72.2 A staff member who becomes pregnant is entitled to a period of up to 52 weeks maternity leave. Where the staff member has completed 12 months service at the time the leave is to begin, 14 weeks of this maternity leave will be on full pay, and where the staff member has completed 5 years service at the time the leave is to begin, 24 weeks of this maternity leave will be on full pay. By agreement between the staff member and their supervisor, the paid maternity leave entitlement may be taken at half pay, and for twice the period otherwise applicable, with leave accrual and superannuation calculated on a pro-rata basis.

Entitlement - Partner Leave

- 72.3 A staff member with twelve (12) months service is entitled to five (5) working days paid partner leave, plus an additional period of up to 51 weeks unpaid leave where the staff member is to be the primary care-giver of the child.
- 72.4 A staff member who has taken maternity leave shall not be eligible for partner leave in respect of the same child.
- 72.5 Consistent with clause 72.17-20, a staff member on partner leave would not normally have access to the return to work bonus. However, where both staff members work at the University and the staff member identified as the primary care giver is on partner leave, he / she may be eligible for the return to work bonus, provided the mother of the child does not access the return to work bonus and has returned to work and the cumulative absence of both partners is no greater than 12 months.

Entitlement - Adoption Leave

- 72.6 Adoption leave is available in respect of a child under the age of five years who is placed with the staff member for the purposes of adoption and who has not previously lived continuously with the staff member for a period of 6 months or more or is not a child or step-child of the staff member or the partner of the staff member. A staff

member who adopts a child is entitled to a period of up to 52 weeks adoption leave. Subject to these conditions, paid and unpaid adoption leave is available on the same conditions as apply to maternity leave under 72.2.

Conditions of Leave

- 72.7 Appropriate certification relating to the birth or adoption of the child and, where appropriate, the staff member's legal responsibility may be required by the University.
- 72.8 A staff member on the paid portion of parental leave shall not engage in outside employment or full-time study. A staff member may take annual and long service leave during parental leave, provided the total period of parental leave, including unpaid leave, does not exceed 52 weeks.
- 72.9 Maternity leave is reduced by any period of unpaid partner leave taken by the staff member's partner, and may not be taken concurrently with unpaid partner leave taken by that person.
- 72.10 No entitlement to payment or leave remains for any period after which employment ceases.

Fixed-term appointments

- 72.11 Where a fixed term staff member employed on a second or subsequent fixed-term contract:
- ceases employment because of the expiry of the contract; and,
 - there is a break in service of 6 weeks or less; and,
 - the staff member is then re-employed by the University,
- the break in service will not be deemed to interrupt their continuous service for the purpose of calculating eligibility for maternity leave. Where the staff member receives a severance payment in accordance with clause 20 of this Agreement, these provisions will not apply.

Commencement of leave

- 72.12 Maternity leave normally commences no later than six (6) weeks before the anticipated date of birth. Leave may commence earlier or later provided that the University may request a supporting medical certificate.
- 72.13 Paid partner leave is taken during the period from one (1) week before the anticipated date of birth or placement of the child until five (5) weeks after the birth or placement of the child. Entitlement to unpaid partner leave ceases on the child's first birthday.
- 72.14 Adoption leave commences from the date on which a staff member takes custody of the child being adopted.

Resumption of duty

- 72.15 A staff member returning to duty from parental leave shall be entitled to return to the position held immediately before taking parental leave, or before she worked a reduced fraction due to pregnancy. If that position no longer exists the University shall employ him/her in a position commensurate with the classification and duties for which s/he is qualified.
- 72.16 By agreement, a staff member may resume duty earlier than the date originally approved with the agreement of the Head of Department.

Return to work bonus

- 72.17 Where a staff member is on maternity or adoption leave and he or she has completed more than twelve months service at the date the leave is to begin, a return to work bonus equal to twelve (12) weeks salary will be paid upon the staff member's return to work. This may be used as an allowance to offset costs associated with parenting, such as childcare costs, paid time release, to work reduced hours while maintaining a higher salary, or as a cash grant to be used for re-establishing the staff member's career, such as for research, conference attendance or staff development opportunities.
- 72.18 Staff members must apply to receive the bonus in accordance with University policy, which requires written agreement with the University requiring him or her to return to work for a period of at least twelve (12) months following his or her return to work; or repay all monies received or paid as the return to work bonus.
- 72.19 A staff member may apply to access all or part of the return to work bonus prior to returning to work.
- 72.20 Where a staff member does not return to work for at least twelve months, the University is entitled to deduct the monies to be repaid from any outstanding entitlements unless this is varied in compassionate circumstances determined by the Vice-Chancellor.

Sickness while on Maternity Leave

- 72.21 A staff member on maternity leave who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall upon submission of a medical certificate or statutory declaration be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid maternity leave expires.

Further family provisions

- 72.22 A staff member entitled to parental leave pursuant to this clause may request the University to assist the staff member in reconciling work and parental responsibilities by allow her or him to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks, to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months, or to return from a period of parental leave on a part-time basis until the child reaches school age. The University shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the University's operations. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on University services.

73. CARER'S LEAVE

- 73.1 A staff member who is employed on a continuing basis; or has been employed by the University for a period of one (1) or more years, is entitled to up to five (5) days' non-cumulative carer's leave per year, to care for members of the staff member's immediate family or household who are dependent upon the staff member, when that person is ill; or an emergency renders it essential that the employee attend to that person.
- 73.2 Notice of intention to take, and the reason for, carer's leave must be provided by the staff member to the Head of Department in accordance with University policy.
- 73.3 When carer's leave is used to care for a family member who is ill, the staff member may be required to provide to the University a medical certificate from a registered medical practitioner, confirming the nature of that person's illness (in general terms)

and the expected duration of the illness. Where a medical certificate is not applicable to leave taken pursuant to this clause, or a medical practitioner has not attended, the staff member may be required to provide the University with a statutory declaration attesting to the reason (s) for the leave. Any information and/or material obtained by the University pursuant to this clause will not be provided to any person (s) who does not have a lawful purpose for requiring the information and/or material

74. COMPASSIONATE AND SPECIAL LEAVE

- 74.1 A staff member shall, on the death of a member of the staff member's immediate family or household, be entitled on notice to leave up to and including the day of the funeral. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the staff member in two ordinary days work. Proof of such death may be required by the University.
- 74.2 The University will provide special leave to staff with pay for various reasons, including donating blood, jury service, fire-fighting, rendering community assistance in the event of a state disaster and undertaking examinations in subjects approved by the University. Special leave may also be granted in other circumstances at the discretion of the Head of Department or delegate. Where a need exists specific to a Faculty (or equivalent), a Dean (or equivalent) may determine that a further category of activity can be encompassed by special leave.

75. GENERAL PROVISIONS REGARDING LEAVE

- 75.1 Part time employees shall accrue and take leave on a pro-rata basis. The University will apply fair administrative policies giving effect to these principles in a way which does not reduce the leave accruals of any part-time employee.
- 75.2 No casual staff member has any entitlement to any leave by virtue of the operation of Part J.
- 75.3 Periods of leave without salary do not count for accrual of long service leave, annual leave or sick leave purposes.

76. RECOGNITION OF PRIOR SERVICE FOR SPECIAL STUDIES PROGRAM (LONG) (SSP(L)) (SABBATICAL LEAVE): ACADEMIC STAFF

- 76.1 Where an academic staff member has held a continuous full-time appointment at Level B or above in another Australian higher education institution, immediately prior to taking up appointment at the University, some credit, although not necessarily full credit, may be given when the staff member applies for a SSP(L) at the University, subject to the following conditions:
- no more than two months has elapsed between the cessation of employment with the releasing institution and commencement with the University of Melbourne;
 - that the category of previous employment is one for which the University would ordinarily grant a SSP(L);
 - the staff member should normally have completed a minimum period of two years service at the University of Melbourne;
 - previous absences on SSP(L) granted by a former institution will be taken into account; and
 - the period of leave approved shall not exceed six months unless the applicant's terms of appointment explicitly state otherwise.

Part K: Employment Security and Termination

77. COMMITMENT TO EMPLOYMENT SECURITY

- 77.1 Until the nominal expiry date of the Agreement, the University commits to the goal of no reduction in overall staff numbers, save for normal turnover and cyclical fluctuations. While seeking to adhere to this commitment, the University reserves the right to make adjustments to staffing in areas where restructuring is required.

78. TERMINATION OF STAFF MEMBERS

- 78.1 This clause does not apply to casual staff.
- 78.2 All decisions to terminate the employment of an academic or professional staff member must be in accordance with the relevant provision of this Agreement.
- 78.3 No staff member may be summarily dismissed.
- 78.4 The University must not terminate the employment of a staff member unless he or she has been given notice and/or compensation as required by section 170CM of the *Workplace Relations Act 1996 (Cth)* provided that:
- (a) a staff member may be dismissed without notice if he or she has been found to have engaged in conduct of a kind envisaged in section 170CM(1) of the *Workplace Relations Act 1996*, such that it would be unreasonable to require the University to continue employment during the notice period; and
 - (b) (i) a greater notice period specified
 - in a staff member's contract of employment; or
 - in this Agreement; or(ii) greater compensation specified in this Agreement shall prevail over section 170CM of the *Workplace Relations Act 1996 (Cth)*.
- 78.5 Nothing in this clause shall displace or override any workers' compensation scheme, including WorkCover.
- 78.6 Nothing in this Agreement shall affect the operation of any law empowering a Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member, or to otherwise deal with the dismissal of that staff member.

79. TERMINATION OF EMPLOYMENT AS A RESULT OF ILL HEALTH

- 79.1 The procedures of this clause are independent of any right that a staff member may have to medical retirement benefits under his or her superannuation fund. Where a staff member applies to his or her superannuation fund, the provisions of 79.7 to 79.10 below apply.
- 79.2 A staff member whose capacity to perform the duties of his or her position is in doubt, apparently as a result of a medical condition, may be required by the University to undergo a medical examination. Unless there is well founded concern of the potential for immediate harm to the staff member or others as a result of a medical condition (in which case the University may suspend the staff member from duty with pay until action is taken in accordance with clause 79.4 or 79.6), the University will give not less than 2 months' notice that a medical examination is required; choose the medical practitioner; and pay for the cost of the examination.
- 79.3 The medical practitioner will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- 79.4 A copy of the medical practitioner's report will be provided to the Vice-Chancellor and the staff member. Where the medical report states that the staff member is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months, the University may terminate the employment of the staff member in accordance with the notice period required by the staff member's contract

of employment or, where no notice is specified, a period of 6 months' notice in writing. The staff member may seek review of the termination under 79.11.

- 79.5 The staff member may submit a resignation before the University terminates his or her employment, provided the last day of duty is within a reasonable period.
- 79.6 Where a staff member refuses to undergo a medical examination within 3 months of a written notification to do so, the University may reasonably conclude that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within 12 months, and may terminate employment giving 6 months notice.

Superannuation applications

- 79.7 At any time during the processes in 79.2 to 79.6 above, a staff member may apply to his or her superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will cease subject to 79.10 and 79.11.
- 79.8 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
- 79.9 Action at 79.4 may recommence if a medical examination has occurred and has found that the staff member is not likely to be able to resume duties within 12 months, but the superannuation fund refuses a permanent disablement or incapacity benefit.
- 79.10 If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in 79.2.

Review

- 79.11 Within 10 working days of receiving notice of termination under 79.4, the staff member or, where the staff member has chosen, his or her representative may request that a Medical Panel review the findings of the medical report.
- 79.12 The Medical Panel will comprise three medical practitioners, being: one appointed by the University; one recommended by the staff member or where they have chosen, their representative; and one appointed by the President of the Victorian Branch of the Australian Medical Association.
- 79.13 The Medical Panel must not include the practitioner who made the initial report and will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- 79.14 The staff member's employment will not be terminated by the University unless and until the Medical Panel confirms the findings of the medical report

80. REDEPLOYMENT AND REDUNDANCY: ACADEMIC STAFF

Application

- 80.1 This clause applies to members of academic staff in continuing positions. After an initial 8 week transition period, in which the staff member may either seek redeployment and/or appeal the Vice-Chancellor's decision to terminate employment, provision is made for an enhanced level of payout to the staff member, based on age and length of service.

Grounds for Redundancy

- 80.2 Where the University has decided to terminate the employment of one or more staff members for reasons of an economic, technological, structural or similar nature, including:
- (a) a decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - (b) 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;
 - (c) financial exigency within an organisational unit or cost centre; or
 - (d) changes in technology or work methods;

the University will formally notify the staff member(s) concerned and, if the staff member wishes, a representative, in writing that their employment will terminate and will outline the reason(s) for the termination.

Notice Period

- 80.3 The relevant notice period for a staff member who has received notification pursuant to subclause 80.2 will be determined by a combination of two scales, based on age and length of service.

- 80.4 Age based scale

| Age | Notice |
|-------------|---------------|
| 45 or over | 22 weeks |
| 40 - 44 | 20 weeks |
| 39 or under | 18 weeks |

Length of service

The balance of the notice period is determined by adding three weeks notice for each completed year of continuous service. The maximum period of notice will be 74 weeks.

- 80.5 A staff member may apply to work out all or part of the relevant period of notice. If there are suitable duties for the staff member to undertake, which will result in sufficient work being available to occupy the time fraction on which the academic staff member is employed, the University will use its best efforts to allow this to occur. This may be either work the staff member has been engaged in previously or work designed to retrain the staff member. If the University has no work for the staff member to do, the staff member will receive payment in lieu of notice.

Transition Period

- 80.6 An eight week transition period will commence immediately upon written notification of termination being given to the staff member pursuant to clause 80.2. By the expiration of fourteen days from the commencement of the transition period, the staff member must indicate to the University which of the following options for separation he or she wishes to choose:
- (a) To elect early separation and include the balance of the transition period in his or her redundancy benefits;

OR

- (b) To apply to the Vice-Chancellor for a review of the decision to terminate the staff member's employment and/or to seek redeployment within the University.

Elect early separation

- 80.7 A staff member who has been given notice pursuant to subclause 80.3 may decide to include the balance of the transition period in his or her redundancy benefits, in which case the staff member will receive upon termination:
- (i) payment in lieu of salary for the unexpired portion of the eight week transition period; and
 - (ii) payment in lieu of the balance of the notice period prescribed in sub-clause 80.3; and
 - (iii) payment on a pro rata basis for long service leave.
- 80.8 All payments under this sub-clause shall be calculated on the staff member's salary at the date of cessation of employment.

Review of the decision to terminate on the grounds of redundancy

- 80.9 A staff member who has been given notice pursuant to subclause 80.3 may apply to the Vice-Chancellor within fourteen (14) days of such notice, for a review of the decision to terminate his or her employment, on the grounds that the University did not act fairly or properly in making the decision to terminate, or that the rules of natural justice were not applied, or that the decision was discriminatory.
- 80.10 Upon receiving such an application, the Vice-Chancellor will immediately refer it to a Review Committee, constituted as for a Review and Appeals Committee, to investigate the process leading to the decision to terminate. The Review Committee must be established and the matter referred to the Committee within 7 days of receipt of the referral.
- 80.11 The Review Committee must determine within no more than three (3) weeks after the referral, whether the University acted fairly, properly and in accordance with the rules of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory.
- 80.12 The Review Committee shall provide the staff member adequate opportunity to put forward a verbal or written submission relating to the process in question and will conduct the investigation in an expeditious and informal manner.
- 80.13 If the Review Committee does not complete its deliberation within the time frames allowed in the Agreement, it must make application to the Vice Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion.
- 80.14 The Review Committee shall, after making a determination, make recommendations to the Vice-Chancellor, who must take into account the findings of the Review Committee.
- 80.15 Should the Review Committee determine that the process was complied with by the University, the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the staff member by two weeks, if the staff member wishes to be redeployed.

- 80.16 Should the Review Committee determine that the University did not act according to the rules outlined in 80.9 above, the matter shall be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action. In making a determination, the Vice-Chancellor must take into account the findings of the Review Committee.

Redeployment

- 80.17 Should the staff member seek redeployment, the University shall provide the staff member and the staff member's representative if they so choose with all relevant details, and taking into account the relevant skills, experience and work preferences of the staff member shall:
- (i) examine options for retraining;
 - (ii) examine measures that could be taken to avoid termination;
 - (iii) arrange counselling for the staff member as required;
 - (iv) monitor all vacancies within the University;
 - (v) offer the staff member redeployment to a suitable vacant position where such a position exists;
- 80.17 In this sub-clause, '**suitable vacant position**' means a position at the same classification level of the staff member and for which the staff member has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if a staff member needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than 6 months. Where the staff member, having elected redeployment, unreasonably rejects an offer of redeployment to a suitable vacant position, the Vice Chancellor may terminate his or her employment on the basis of the notice provisions in Clause 170CM of the Workplace Relations Act 1996 and the staff member will not receive a severance payment.
- 80.18 At the staff member's request the University shall consult with a representative of the staff member on the steps (i)-(v) in 80.17

Failure of Redeployment or Review

- 80.20 Should the staff member elect redeployment or review and subsequently fail to be redeployed to a suitable vacant position, or fail in his or her review application, the staff member will, at the completion of the 8 week transition period (or ten weeks, if the Vice-Chancellor elected to extend the time frame for redeployment pursuant to subclause 80.15), either:
- (i) where it has been agreed that the staff member will work out his or her notice period, commence working out his or her period of notice, or
 - (ii) have his or her employment terminated. The staff member will then receive upon termination:
 - (a) Payment in lieu of the notice period prescribed in subclause 80.3; and
 - (b) payment on a pro rata basis for long service leave.
- 80.21 All payments under this subclause shall be calculated on the staff member's salary (including fortnightly paid Agreement based allowances and loadings) at the date of cessation of employment.

81. REDEPLOYMENT AND REDUNDANCY: PROFESSIONAL STAFF

Application

- 81.1 This clause applies to professional staff, other than casual and fixed term professional staff.

Grounds for redundancy

- 81.2 The University may decide to terminate the employment of one or more professional staff members as a consequence of circumstances such as:
- (a) changes in work methods;
 - (b) re-organisation;
 - (c) financial exigency;
 - (d) introduction of new technology;
 - (e) where the duties of the position are changed such that the staff member is not competent to perform those duties provided that a staff member shall not unreasonably refuse appropriate retraining offered by the University in relation to the changed duties; or
 - (f) where the staff member, with reasonable cause, refuses to accept geographic relocation.

Notification of Redundancy

- 81.2 Where a redundancy arises, the Vice-Chancellor shall advise the staff member and, if the staff member wishes, a representative, that his/her position is to be declared redundant and his/her employment may be terminated.
- 81.3 At the time of the notification of redundancy, the Vice-Chancellor may, following consideration of the potential for the redeployment of a staff member,
- (a) invite the staff member to accept a voluntary redundancy payment in which case the staff member shall have ten (10) working days in which to accept the offer with immediate effect; and/or
 - (b) invite the staff member to be considered for redeployment in which case the staff member shall have ten (10) working days in which to accept the offer with immediate effect; or
 - (c) terminate the staff member's employment with an entitlement to payment in lieu of salary for the unexpired period of the notice period (as defined at clause 81.5 which will commence on the day on which the staff member is formally notified that his/her position is redundant.
- 81.4 Should the staff member not accept an invitation within ten (10) working days to be retrenched voluntarily or be considered for redeployment, the Vice-Chancellor may terminate the staff member's employment in accordance with clause 81.3(c).

Voluntary Redundancy

- 81.2 Where a staff member is offered and accepts an offer of voluntary redundancy, the staff member shall receive upon termination:
- payment in lieu of salary for the unexpired portion of the ten (10) working day period in 81.3(a); and
 - a sum equal to three (3) weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of continuous service, provided that the maximum sum payable shall be 52 weeks' salary and the minimum sum payable shall be four (4) weeks salary.

- 81.3 Provided further that the sum payable to a staff member pursuant to this sub clause shall not exceed the salary that would be payable if the staff member continued in employment to a date on which the staff member has indicated in writing his/her intention to retire.

Redeployment

- 81.4 Where a staff member accepts an offer to be considered for redeployment, a two month redeployment period will commence on the day on which the staff member is formally notified that his/her position is redundant. During the redeployment period, the Vice-Chancellor shall examine options for redeployment.
- 81.4 Where, at the expiry of the redeployment period, redeployment has not been achieved the University may either:
- terminate the staff member's employment with an entitlement to payment in lieu of salary for the unexpired portion of the notice period as defined at clause 81.5; or,
 - transfer the staff member to a position of equivalent classification and salary for which the staff member is suitable having regard to their qualifications and experience, in which case this clause no longer applies.

Where such a transfer is rejected, the Vice-Chancellor may terminate the staff member on ten (10) working days' notice (or such period as specified in clause 81.2) and without payment of any retrenchment benefit.

Termination of Employment

- 81.5 The Vice-Chancellor may terminate a staff member's employment with an entitlement to payment in lieu of salary for the unexpired period of the notice period as defined below:
- Where the staff member is 45 years of age or more or has at least 20 years' continuous service: 12 months
 - Where the staff member is 44 years of age: 11 months
 - Where the staff member is 43 years of age: 10 months
 - Where the staff member is 42 years of age: 9 months
 - Where the staff member is 41 years of age: 8 months
 - Where the staff member is 40 years of age: 7 months
 - All other staff members: 6 months
- 81.6 Provided that the above periods shall not extend employment beyond a date on which the staff member has indicated in writing his/her intention to retire.

Payment of accrued entitlements

- 81.7 When employment is terminated pursuant to this clause the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one (1) year or more.

Part L: Freedom of Association

82. FREEDOM OF ASSOCIATION

- 82.1 The University recognise the Freedom of Association principles in the Workplace Relations Act 1996 (Cth) and agree that:
- staff members covered by this Agreement are free to join industrial associations of their choice or not to join industrial associations; and

- staff members covered by this Agreement will not be discriminated against or victimised because they are, or are not, members or officers of industrial associations.

83. RIGHT OF ENTRY

- 83.1 The University agrees to comply with the right of entry provisions of the Workplace Relations Act 1996 (Cth).

Part M: Staff Consultation

84. STAFF CONSULTATION COMMITTEE

Function

- 84.1 This Agreement establishes a Staff Consultative Committee (SCC). The SCC will assist in the effective operation of this Agreement by performing all functions assigned to it by this Agreement.

Composition

- 84.2 The Staff Consultative Committee (SCC) will be comprised of:
- a Chairperson elected by all staff to whom this Agreement applies;
 - two academic staff members elected by all academic staff to whom this Agreement applies;
 - two professional staff members elected by all professional staff to whom this Agreement applies; and,
 - one professional trades and services staff member elected by all professional trades and services staff to whom this Agreement applies.
- 84.3 The union parties to this Agreement may choose to appoint up to six additional members to the SCC, in which case the University shall also be entitled to appoint an equivalent number of management representatives. A member may not be appointed to a Review and Appeals Committee or a Disputes Committee unless he or she is an elected staff member.
- 84.4 Members of the SCC shall serve for the nominal life of this Agreement and will be eligible for re-election or re-appointment. Should an elected member cease to be a staff member of the University or resign from the SCC during her or his term, the University will conduct an election commencing within four weeks to replace the member until the next scheduled election unless it would be unreasonable to do so. The election shall be conducted in accordance with the election procedures for the University Council.
- 84.5 Subject to the operational requirements of the University, time release shall be provided to members of the SCC to perform those functions specified in this Agreement. In particular it is envisaged that, subject to this clause, members of the SCC will require time release to sit on committees and panels, for consultation.

85. MANAGING CHANGE

- 85.1 The University will consult with staff likely to be affected by a proposed change and the SCC, prior to making a decision to introduce major change in the services it provides (including contracting out), administrative methods or structure, organisation, forms of employment or application of technology which are likely to have significant effects on staff members. Unless otherwise agreed, the University will consult with the SCC on a monthly basis.
- 85.2 'Significant effects' includes termination of employment, major change in the

composition, operation or size of the University's workforce or in the skills required, the elimination or diminution of job opportunities or job tenure, the alteration of hours of work, or the need for retraining or transfer of staff members to other work or locations and the restructuring of jobs.

- 85.3 The University shall discuss with the staff members affected the introduction of the changes and the effects the changes are likely to have on staff members, and will give prompt consideration to matters raised by the staff members in relation to the changes.
- 85.4 In conducting these discussions the University will provide a written statement to the staff members concerned, including all relevant information about the changes such as the nature of the changes proposed, the expected effects of the changes on staff members, and any other matters likely to affect staff members. The staff members' response to the consultation referred to in this clause will be taken into account by the University prior to making a decision.
- 85.5 A staff member may choose to act through a representative, in which case the University will also consult, discuss, inform and consider the views of the representative in accordance with this clause.
- 85.6 Nothing in this clause constitutes a power of veto over the University's decision-making processes.

Part N: Grievances and Dispute Resolution

86. REVIEW OF ACTIONS

Principles

- 86.1 The University will maintain a fair process to resolve the employment grievances of individual staff. In doing so, the University seeks to achieve and maintain a workplace that encourages a productive and harmonious working environment.
- 86.2 Within this context, staff grievances will be dealt with quickly, impartially and fairly.
- 86.3 Where possible, grievances should be dealt with locally and informally.
- 86.4 Where local grievances arise, work shall continue according to custom and practice while these provisions are implemented.
- 86.5 A staff member may act by way of a representative at any time during the review process if they so choose, provided that authority is given in writing.
- 86.6 The Vice-Chancellor will, following consultation with the Chair of the SCC, establish a pool of persons within the University who have relevant skills and expertise in dispute resolution, consistent with clause 86.2.

Actions which may be the subject of grievances

- 86.7 Subject to clause 86.9, an individual staff member is entitled to apply for review of the merits of any action (e.g. reclassification, misapplication of University policy), including a failure or refusal to act, that relates to his or her employment by the University.
- 86.8 A group of staff members may jointly apply for review of an action affecting each member of the group if the action is an alleged unfair application of University policy.

Some actions need not be reviewed

- 86.9 The Vice-Chancellor has the discretion to decide that the following actions should not be reviewed:
- where the application for review of the action was made more than 1 year after the action complained of, and there are no exceptional circumstances explaining this delay;
 - where the application for review of the action is frivolous or vexatious;
 - where the affected staff member has previously applied for review of the same action under these provisions;
 - where the affected staff member does not have sufficient direct personal interest in review of the action; and,
 - where there are alternative internal review procedures which meet the criteria in 86.2 (including, but not limited to, disciplinary action, academic promotion, sexual harassment or discrimination and action arising under the Accident Compensation Act 1985 & the Occupational Health and Safety Act 2004) in which case the Vice-Chancellor will advise the staff member of the alternative procedure.

Making applications for review

- 86.10 Prior to making an application for review the staff member shall discuss the matter with their supervisor or the person who made the decision. All reasonable attempts to resolve the matter must be made as soon as practicable and where the matter is resolved, an appropriate record of the agreement will be kept.
- 86.11 Applications for review must be in writing and must state briefly why the review is sought and any specific outcome which the staff member is seeking to achieve by having the action reviewed. Applications for review of actions should be made to the Vice-Chancellor.
- 86.12 Upon receipt of an application for review, the Vice-Chancellor is to decide on an appropriate method for reviewing the action within the principles outlined at clause 86.2 including allocating the matter to a person from the pool, in the case of 86.13.
- 86.13 Where the application for review relates to employment relations, a staff member is entitled to have the matter reviewed by a member of the pool not involved in the matter, in which case the pool member will attempt to resolve the matter and if this is not possible, conduct a review.
- 86.14 Once the review is completed, the reviewer will provide a written report to the Vice-Chancellor.
- 86.15 Upon receipt of the report, the Vice-Chancellor will
- confirm the action;
 - vary the action; or
 - set the action aside and substitute a new action.
- 86.16 In complying with (5) above, the Vice-Chancellor shall have due regard for the recommendations of the report of the reviewer and shall advise the aggrieved staff member and other relevant persons of the decision and the reasons for the decision.

87. DISPUTE RESOLUTION

Application of this clause

- 87.1 It is agreed that the University and all of its staff have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement. These procedures shall apply to any dispute regarding the application of this Agreement.

Procedure to be followed in the event of a dispute

- 87.2 In the first instance the staff member(s) or, at his/her request a representative, shall discuss the dispute with his or her supervisor or where this is not appropriate, Human Resources to attempt in good faith to reach agreement.
- 87.3 Where a dispute is not resolved under 87.2 the matter will be referred to the Vice-Principal (Human Resources) to assist in the process of resolution. If the dispute is not resolved within five (5) working days of referral to the Vice-Principal (Human Resources) it may be referred in writing by either party to the dispute to a Disputes Committee for resolution in accordance with 87.4.
- 87.4 A Disputes Committee shall be convened within five working days of being notified of a dispute, unless agreed otherwise. The Disputes Committee shall consist of equal numbers of nominees of management and equal numbers of nominees of the elected members of the SCC.
- 87.5 Any staff member involved in the dispute will be entitled to put his/her position to the Disputes Committee and will be advised of its deliberations. The staff member may request to be accompanied by his/her representative if they choose to be represented.
- 87.6 The Disputes Committee shall attempt to resolve the matter within five working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party to the dispute.

Industrial action

- 87.7 Until the parties to the dispute agree that the procedures described in clause 87.2-6 have been exhausted:
- (a) work shall continue in the normal manner;
 - (b) no industrial action shall be taken by a party bound by this Agreement;
 - (c) management shall not change work, staffing or the organisation of work if that is the subject of a dispute, nor will any party bound by this Agreement take any other action likely to exacerbate the dispute; and
 - (d) the subject matter of the dispute shall not be taken to the AIRC by either party to the dispute.

Reference to the AIRC

- 87.8 Should the dispute not be resolved by the processes referred to in clause 87.2-6 or if any party to the dispute refuses to engage in the processes referred to in that clause, the matter may be referred to the AIRC by either party to the dispute.
- 87.9 The AIRC shall have regard to whether the parties to the dispute have complied with the procedures set out in clauses 87.2-6. The AIRC may resolve the dispute to the extent that it relates to the application of this Agreement by the processes of conciliation and/or arbitration. The parties bound by this Agreement will implement any decision of the Commission.

Alternative dispute resolution procedure

- 87.10 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the AIRC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body.

88. ACCESS TO EXTERNAL JURISDICTIONS

- 88.1 Provided that relevant procedures in this Agreement have been followed, nothing in

this Agreement shall affect the operation of any other law empowering any court or external tribunal which has jurisdiction to deal with any causes of action or claims arising from actions taken in accordance with this Agreement.

SCHEDULE 1 - SALARIES

Table 1 - Academic Staff

| Academic Staff Classification Level | Increment | Current Rates |
|--|------------------|----------------------|
| RESEARCH ASSISTANT GRADE 1 | 01 | \$39,665 |
| RESEARCH ASSISTANT GRADE 1 | 02 | \$40,958 |
| RESEARCH ASSISTANT GRADE 1 | 03 | \$43,442 |
| LEVEL A | 01 | \$43,442 |
| LEVEL A | 02 | \$45,920 |
| LEVEL A | 03 | \$48,406 |
| LEVEL A | 04 | \$50,887 |
| LEVEL A | 05 | \$52,906 |
| LEVEL A | 06 | \$54,919 |
| LEVEL A | 07 | \$56,936 |
| LEVEL A | 08 | \$58,952 |
| LEVEL B | 01 | \$62,057 |
| LEVEL B | 02 | \$64,386 |
| LEVEL B | 03 | \$66,712 |
| LEVEL B | 04 | \$69,037 |
| LEVEL B | 05 | \$71,366 |
| LEVEL B | 06 | \$73,692 |
| LEVEL C | 01 | \$76,019 |
| LEVEL C | 02 | \$78,349 |
| LEVEL C | 03 | \$80,674 |
| LEVEL C | 04 | \$83,000 |
| LEVEL C | 05 | \$85,323 |
| LEVEL C | 06 | \$87,656 |
| LEVEL D | 01 | \$91,534 |
| LEVEL D | 02 | \$94,635 |
| LEVEL D | 03 | \$97,739 |
| LEVEL D | 04 | \$100,843 |
| LEVEL E | 01 | \$117,908 |
| LEVEL E (Historical) | 01 | \$121,883 |

Table 2 – Teachers of English as a Second Language

| Increment | Current Rate |
|------------------|---------------------|
| 1 | \$40,225 |
| 2 | \$40,975 |
| 3 | \$42,477 |
| 4 | \$44,014 |
| 5 | \$46,403 |
| 6 | \$47,994 |
| 7 | \$49,588 |
| 8 | \$51,181 |
| 9 | \$52,937 |
| 10 | \$54,995 |
| 11 | \$56,918 |
| 12 | \$58,611 |

SCHEDULE 1 - SALARIES

Table 3 - Professional Staff

| Professional Staff Classification Level | Increment | Current Rate |
|--|------------------|---------------------|
| PROFESSIONAL LEVEL 3 (APPRENTICE) | 01 | \$14,542 |
| PROFESSIONAL LEVEL 3 (APPRENTICE) | 02 | \$19,043 |
| PROFESSIONAL LEVEL 3 (APPRENTICE) | 03 | \$25,969 |
| PROFESSIONAL LEVEL 3 (APPRENTICE) | 04 | \$30,469 |
| PROFESSIONAL LEVEL 4 (APPRENTICE) | 01 | \$16,807 |
| PROFESSIONAL LEVEL 4 (APPRENTICE) | 02 | \$22,454 |
| PROFESSIONAL LEVEL 4 (APPRENTICE) | 03 | \$30,620 |
| PROFESSIONAL LEVEL 4 (APPRENTICE) | 04 | \$35,927 |
| PROFESSIONAL TRAINEE LEVEL 1 | 01 | \$25,927 |
| PROFESSIONAL TRAINEE LEVEL 1 | 02 | \$27,452 |
| PROFESSIONAL TRAINEE LEVEL 2 | 01 | \$28,136 |
| PROFESSIONAL TRAINEE LEVEL 2 | 02 | \$29,791 |
| PROFESSIONAL TRAINEE LEVEL 3 | 01 | \$29,430 |
| PROFESSIONAL TRAINEE LEVEL 3 | 02 | \$31,161 |
| PROFESSIONAL LEVEL 1 | 01 | \$30,502 |
| PROFESSIONAL LEVEL 1 | 02 | \$31,115 |
| PROFESSIONAL LEVEL 1 | 03 | \$31,734 |
| PROFESSIONAL LEVEL 2 | 01 | \$33,101 |
| PROFESSIONAL LEVEL 2 | 02 | \$33,763 |
| PROFESSIONAL LEVEL 2 | 03 | \$34,439 |
| PROFESSIONAL LEVEL 3 | 01 | \$34,623 |
| PROFESSIONAL LEVEL 3 | 02 | \$35,317 |
| PROFESSIONAL LEVEL 3 | 03 | \$36,023 |
| PROFESSIONAL LEVEL 3 | 04 | \$36,742 |
| PROFESSIONAL LEVEL 3 | 05 | \$37,480 |
| PROFESSIONAL LEVEL 3 | 06 | \$38,229 |
| PROFESSIONAL LEVEL 4 | 01 | \$40,024 |
| PROFESSIONAL LEVEL 4 | 02 | \$40,827 |
| PROFESSIONAL LEVEL 4 | 03 | \$41,643 |
| PROFESSIONAL LEVEL 4 | 04 | \$42,477 |
| PROFESSIONAL LEVEL 5 | 01 | \$43,280 |
| PROFESSIONAL LEVEL 5 | 02 | \$44,145 |
| PROFESSIONAL LEVEL 5 | 03 | \$45,027 |
| PROFESSIONAL LEVEL 5 | 04 | \$45,927 |
| PROFESSIONAL LEVEL 5 | 05 | \$46,846 |
| PROFESSIONAL LEVEL 5 | 06 | \$47,787 |
| PROFESSIONAL LEVEL 5 | 07 | \$48,738 |
| PROFESSIONAL LEVEL 5 | 08 | \$49,715 |
| PROFESSIONAL LEVEL 6 | 01 | \$50,204 |
| PROFESSIONAL LEVEL 6 | 02 | \$51,210 |
| PROFESSIONAL LEVEL 6 | 03 | \$52,231 |
| PROFESSIONAL LEVEL 6 | 04 | \$53,278 |
| PROFESSIONAL LEVEL 6 | 05 | \$54,345 |
| PROFESSIONAL LEVEL 7 | 01 | \$55,396 |
| PROFESSIONAL LEVEL 7 | 02 | \$56,507 |
| PROFESSIONAL LEVEL 7 | 03 | \$57,635 |
| PROFESSIONAL LEVEL 7 | 04 | \$58,787 |
| PROFESSIONAL LEVEL 7 | 05 | \$59,966 |
| PROFESSIONAL LEVEL 8 | 01 | \$62,323 |
| PROFESSIONAL LEVEL 8 | 02 | \$63,569 |
| PROFESSIONAL LEVEL 8 | 03 | \$64,838 |

SCHEDULE 1 - SALARIES

| | | |
|-----------------------|----|----------|
| PROFESSIONAL LEVEL 8 | 04 | \$66,137 |
| PROFESSIONAL LEVEL 8 | 05 | \$67,460 |
| PROFESSIONAL LEVEL 9 | 01 | \$72,711 |
| PROFESSIONAL LEVEL 9 | 02 | \$74,162 |
| PROFESSIONAL LEVEL 9 | 03 | \$75,649 |
| PROFESSIONAL LEVEL 10 | 01 | \$77,903 |

Table 4 – Junior Rates

The following junior rates will apply where appropriate:

| Age | Percentage |
|----------------|------------|
| at 16 or under | 50% |
| at 17 | 60% |
| at 18 | 70% |
| at 19 | 80% |
| at 20 | 90% |

Where a junior is performing a job at adult level, the Head of Cost Centre may recommend the payment of a higher salary up to and including the adult rate.

Table 5 – Casual Hourly Rates for Piecework: Fruit Picking (Standard Wooden Bin Rate)

| Variety | Colours & Size Picking |
|---------|------------------------|
| Apples | \$31.27 per bin |

Table 6 – Casual Hourly Rates for Piecework: Fruit Picking (Plastic Cannery Bin Rate)

| Variety | Colours & Size Picking |
|-------------------|------------------------|
| Pears and Peaches | \$31.55 per bin |

Table 7 - Casual Hourly Rates for staff undertaking horticultural related duties:

| Classification | Hourly Rate |
|--|-------------|
| Level 1 – New Staff members, labourers, pickers, thinners, pruners, drivers of small tractors for fruit bins, grading, sorting, packing in sheds | \$15.93 |
| Level 2 – Driving tractor under 70kw/100hp, irrigating, spraying, pruning under general supervision, learner forklift drivers | \$16.48 |

SCHEDULE 1 - SALARIES

8. Casual Academic Staff

8.1 Formulae

The minimum salaries paid to academic staff employed on a casual basis will be at the rates provided for at table 8 below. These rates are derived from three base rates calculated using the following formulae:

A. 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 (\$64,386 at the date of certification of this Agreement) and calculated as follows:

$$\frac{\$64,386}{52} + 23\% = \$41.16$$

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b. 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 (\$54,919 at the date of certification of this Agreement) and calculated as follows:

$$\frac{\$54,919}{52} + 23\% = \$35.11$$

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c. Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered by 8.1(b) is determined by reference to the second step of the full-time Level A scale (\$45,920 at the date of certification of this Agreement) and calculated as follows:

$$\frac{\$45,920}{52} + 23\% = \$29.36$$

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8.2 Lecturing

- a. A casual academic required to deliver a lecture (or equivalent delivery through face to face teaching mode) of a specified duration and relatedly provide direct associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid for 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 (1 hour of delivery and 2 hours of associated working time) | \$123.48 |
| Developed lecture (1 hour of delivery and 3 hours associated working time) | \$164.64 |
| Specialised lecture (1 hour of delivery and 4 hours associated working time) | \$205.80 |
| Repeat lecture (1 hour of delivery and 1 hour associated working time) | \$82.32 |

SCHEDULE 1 - SALARIES

- b. 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 marking and student consultation reasonably contemporaneous with it.
- c. For the purposes of this award, 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.

8.3 TUTORING

- a. 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, reasonably contemporaneous marking 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 8.1(b) applies |
|---|---|--|
| Tutorial (1 hour of delivery and 2 hours associated working time) | \$88.08 | \$105.33 |
| Repeat tutorial (1 hour of delivery and 1 hour associated working time) | \$58.72 | \$70.22 |

- b. 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 marking and student consultation reasonably contemporaneous with it..
- c. For the purposes of this award 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.

8.4 Musical accompanying with special educational services

- a. 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 8.1(b) applies |
|---|---|--|
| Musical accompanying (1 hour of delivery and 1 hour preparation time) | \$58.72 | \$70.22 |

- b. For the purposes of this subclause, the term **musical accompanying with special educational service** means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

SCHEDULE 1 - SALARIES

8.5 Undergraduate clinical nurse education

- a. 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, reasonably contemporaneous marking 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 8.1(b) applies |
|--|---|--|
| Little preparation required (1 hour of delivery and 0.5 hours associated working time) | \$44.04 | \$52.66 |
| Normal preparation time (1 hour of delivery and 1 hour associated working time) | \$58.72 | \$70.22 |

- b. For the purpose of this subclause, the term **undergraduate clinical nurse education** means the conduct of undergraduate nurse education in a clinical setting.

8.6 Marking

All marking other than that referred to in 8.2, 8.3 and 8.5 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 8.1(b) applies |
|--|------------------------------------|---|
| Standard marking | \$29.36 | \$35.11 |
| Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status | \$41.16 | \$41.16 |

8.7 Other required academic activity

- a. A casual academic required to perform any other required academic activity as defined in 8.7(b) will be paid at an hourly rate of \$29.30 or \$35.11 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.
- b. For the purposes of 8.7(a) **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:
- the conduct of practical classes, demonstrations, workshops, student field excursions;
 - the conduct of clinical sessions other than clinical nurse education;
 - the conduct of performance and visual art studio sessions;
 - musical coaching, repititeurship and musical accompanying other than with special educational service;

SCHEDULE 1 - SALARIES

- development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- consultation with students;
- supervision; and
- attendance at departmental and/or faculty meetings as required.

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

SCHEDULE 2 – PROFESSIONAL TRADES AND SERVICES STAFF

1. Application

The provisions of this schedule shall only apply to Professional Trades and Services staff employed in the Department of Property and Buildings.

2. Purpose

The purpose of this schedule is to outline the specific terms and conditions for the trades and services staff outlined above that do not apply to other Professional University staff.

3. Ordinary Hours Of Work

Ordinary hours of work shall be 36.25 hours per week, between the hours of 6.30 am and 6.30 pm Monday to Friday.

4. Overtime and Callout rates

(1) Overtime rates

Overtime will be paid for all work performed in excess of or outside the ordinary hours prescribed and calculated on a daily basis at the following rates:

Week days - time and a half for the first two hours and double time thereafter;

Saturdays - time and a half up to 12.00 noon (or the first two hours whichever occurs first) and double time thereafter (minimum of three hours);

Sundays - double time (minimum of three hours);

University holidays (including Easter Saturday) prescribed in clause 68 - University holidays - double time and a half (minimum of three hours).

(2) Call Out rates

Call out will be paid for all work performed outside the ordinary hours prescribed and calculated on a daily basis at the following rates (minimum of four hours call out):

Week days - time and a half for the first two hours and double time thereafter;

Saturdays - time and a half up to 12.00 noon (or the first two hours whichever occurs first) and double time thereafter;

Sundays - double time;

University holidays (including Easter Saturday) prescribed in clause 68 - University holidays - double time and a half;

5. Standing By

A staff member required to hold him/herself in readiness to work after ordinary hours shall be paid a standing by allowance of \$120 per week (over 7 days or pro rata for a lesser period), with the allowance indexed in accordance with percentage salary increases outlined in clause 37 & 38 of this Agreement. A staff member in receipt of such an allowance shall be available to be recalled to work overtime by the University and be paid in accordance with the call out provisions referred to in sub-clause 4.

6. Registration / Licensing Fees

SCHEDULE 2 – PROFESSIONAL TRADES AND SERVICES STAFF

Where the University requires a staff member covered by this Schedule to be licensed and/or registered in his/her relevant trade, the University shall incur the costs for licensing/registration fees.

7. Tools And Materials

The University will supply all tools and materials necessary for the work required to be performed by trade staff.

SCHEDULE 3 - APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

A staff member who:

- is unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged, as defined by the Professional Staff Classification Standards outlined in University Policy, because of the effects of a disability on their productive capacity; and
- meets the impairment criteria for receipt of a Disability Support Pension;

may be employed in accordance with the provisions of this clause.

This clause does not apply to:

- an existing staff member who has a claim against the University which is subject to the provisions of workers' compensation legislation; or
- any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their current employment.

For the purposes of this clause, the following definitions will apply:

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process";

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System;

'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;

'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

A staff member to whom this clause applies will be paid in accordance with the salary rates specified in Schedule 1 of this Agreement as increased over the life of the Agreement pursuant to clause 37 and 38.

For the purpose of establishing the percentage of the salary rate to be paid to a staff member, the productive capacity of the staff member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- The University, in consultation with the staff member and their representative if they so choose; or
- the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.

The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University with the Australian Industrial Relations Commission or its successor.

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessment capacity under the Supported Wage System.

SCHEDULE 3 - APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Staff members covered by the provisions of this clause shall be entitled, on a pro-rata basis, to the same terms and conditions of employment as all other staff members covered by this Agreement.

The University, when wishing to employ a person under the provisions of this clause, will take reasonable steps to make changes in the workplace to enhance the staff member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other staff in the area.

Trial Period

In order for an adequate assessment of the staff member's capacity to be made, the University may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.

The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.

SCHEDULE 4 - STAND DOWN PROVISIONS FOR PROFESSIONAL STAFF

Residential College staff

Professional staff engaged in at domestic or catering work in connection with residential colleges may be stood down without pay during official term breaks, semester breaks and the Christmas/Summer vacation.

A staff member shall be given as much notice as practicable of the start and finish of any stand down period; notice must be at least one week and be in writing. Once notice is given, the stand down period shall not be varied unless by mutual consent between the employer and the staff member.

A staff member may take accrued annual leave or long service leave during term breaks, semester breaks and the Christmas/Summer vacation.

All periods of stand down shall count for the purpose of accrual of sick leave, annual leave and long service leave.

If appropriate work is available for a staff member during any period of stand down, the existing staff member shall be offered such employment (whether on a full-time or casual basis) before any additional staff member is employed; the staff member who has been stood down may refuse an offer of employment without prejudice to his or her normal employment relationship.

For the purpose of this clause appropriate work shall mean such work as is available that is capable of being performed by the staff member. Remuneration for such work shall be at the rate of pay applicable to the work being performed.

No staff member shall have his or her employment terminated on the grounds of work not being available due to a term break, semester break or Christmas/Summer vacation.

Other Professional Staff

Professional staff as defined below may be stood down without payment for any day the staff member cannot be usefully employed because of any strike or through any breakdown of machinery or failure or lack of power or any other stoppage of work by any cause for which the University cannot reasonably be held responsible.

Provided that where the University orders staff member not to work on any day because of the state of the weather, such orders shall not deprive the staff member of their claim for salary, but if such staff member ceases work in any day because of the state of the weather without being ordered to do so they shall not be entitled to payment for time being so lost.

Catering and Retail staff

Professional staff employed in:

- licensed or non-licensed restaurants, eating houses, bistros, cafes, catering establishments, function rooms, food shops, snack bars, or booths serving food and/or beverages for consumption on site;
- in or in connection with the supply of goods, food, drink, or meals to staff; or
- in the occupations of direct salesperson and/or merchandiser for the selling of goods by retail.

Storage and Services Staff

Professional staff engaged as:

- a storeman, packer or sorter;
- an assistant to a storeman, packer or sorter; or
- an assembler, collector or checker of goods in course of receipt or despatch.

SCHEDULE 4 - STAND DOWN PROVISIONS FOR PROFESSIONAL STAFF

Building and Maintenance staff

Professional staff employed as:

- a boiler cleaner;
- an engine driver or attendant in connection with the use of internal combustion engines or electrical engines;
- boiler attendant or engine driver in connection with the use of steam boilers or steam engines;
- carpenters or joiners;
- a builders' labourer on or about any building, or assisting any bricklayer, mason, plasterer, carpenter, plumber, or any other tradesman engaged in building operations;
- a scaffolder, gear hand, gantry hand, crane hand, or dogman, or as a drainer on work in the connection with buildings;
- a labourer doing concrete work or mortar mixing in connection with or incidental to building construction;
- a labourer doing tar-paving or asphaltting work, or other work similar character in connection with or incidental to building construction;
- a painter;
- a paperhanger;
- a sign or poster writer, and any work incidental thereto;
- an employee who is engaged to produce signs or posters by means of stencils, screens, or other like methods, and work incidental thereto;
- a gardeners or gardeners' labourers in connection with the laying out, cultivation or keeping in order of gardens or the construction or maintenance of private paths and drives.

Metals, Electrical, Plumbing and Graphic Arts Staff

Professional staff employed:

- in any process, trade, business or occupation connected with the generation or distribution of electricity, the manufacture, repair, maintenance, and installation of all classes of electrical appliances (including the laying or erection of cables or wires), and/or the manufacture of electrical globes and electrical valves;
- in the trade of manufacturing or preparing mica products;
- in the trades of printing; bookbinding (including making loose sheet covers of any kind); paper ruling; stereotyping and electrotyping; preparing lithographic work by drawing or lettering on a lithographic plate or on any other material; preparing printed matter for sale or distribution; carbonising, gumming, varnishing, or waxing paper, cardboard, or similar materials; wholly or partly preparing or manufacturing stationery or articles made of paper, cardboard, or similar materials; manufacturing bags made of cellulose or plastic film or similar materials; brushing, calendaring, cutting from reel, or surface coating, paper, cardboard, or similar materials; manufacturing printing ink; show-card and ticket writing; and/or making paper, cardboard, carpet felt or any similar products;
- as unskilled and in the process, trade or business of: a brassfounder or brassfinisher, or a brassfounder or brassfinisher of any electrical apparatus or machinery or parts thereof; a mechanical engineer (including a patternmaker, an iron or brass turner, a fitter, a blacksmith, a planer, a slotter, a borer, and a milling machiner); a maker of scientific instruments, fireproof safes, strongroom, safe locks of four or more levers, or locks of the same quality; performing any engineering fitting or engineering machining work; preparing iron or steel material for reinforcing concrete for building and other purposes; a coppersmith; moulding, casting, dressing, fitting, or machining any articles made of case aluminium or from aluminium alloys; fitting or machining any articles made from sheet aluminium or from aluminium alloy sheets heavier in either case than 10 gauge; and/or making or repairing typewriters, bookkeeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines;
- in the process, trade or business of: manufacturing or preparing lead and shot; manufacturing or preparing carbon dioxide or other industrial gases for trade or sale

SCHEDULE 4 - STAND DOWN PROVISIONS FOR PROFESSIONAL STAFF

in gas, liquid or solid form; iron or steel rolling; making nails, weaving wire netting or barbed wire, galvanising, drawing wire, or making or erecting woven wire fence or tubular gates; and/or manufacturing or preparing files or rasps of any description for use as tools of trade;

- in the trade of engineering metal working and fabricating in all their branches and all trades allied thereto; and/or
- employed in any plumbing work (including electrical or gasfitting) or employed in fixing any material used instead of metal for pipes, guttering, or roof covering (other than slates or tiles) in connection with the erection or repair of buildings.