



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Deakin University

(AG2013/11115)

DEAKIN UNIVERSITY ENTERPRISE AGREEMENT 2013

Educational services

VICE PRESIDENT CATANZARITI

SYDNEY, 18 NOVEMBER 2013

Application for approval of the Deakin University Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Deakin University Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Deakin University. The Agreement is a single-enterprise agreement.

[2] I have accepted the undertaking attached to this decision which has been given by the employer.

[3] I am satisfied that each of the requirements of ss.186, 187, 188 and s.190 as are relevant to this application for approval have been met.

[4] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 November 2013. The nominal expiry date of the Agreement is 30 June 2016.



VICE PRESIDENT

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Undertaking pursuant to s. 190 of the Fair Work Act 2009 (Cth)

C2012/

Deakin University gives the following undertaking under s. 190 of the *Fair Work Act 2009* (Cth) in relation to the Deakin University Enterprise Agreement 2013 (**Agreement**):

1. Clause 4.6 (page 5 of the Agreement)

Cross references to the 2009 Agreement will be interpreted to read as follows:

- (a) Academic probation review and appeal processes under clauses *17.8 – 17.10* (not clauses 20.8 - 20.10);
- (b) Processes dealing with allegations of underperformance and/or misconduct and/or serious misconduct, including decisions and reviews, under clauses *19 and 20* (not clauses 21 and 22).
- (c) Formal disciplinary action and consequential decision and review processes, under clauses 19 and 20;
- (d) Review of unreasonable workloads under clause *31.5* (not clause 33.5);
- (e) Individual workload allocation review under clause *32.13* (not clause 34.11);
- (f) Appeals against classification under clauses *50.5 - 50.11* (not clauses 52.5 - 52.11);
- (g) A dispute under *clause 64* (not clause 66); and/or
- (h) A grievance under *clause 65* (not clause 67).

2. Clause 21.1 (page 25 of the Agreement)

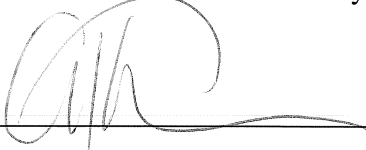
Cross reference to clause 22.19 will be interpreted to read *21.19* (not 22.19).

3. Clause 66.7 (page 75 of the Agreement)

This clause will be interpreted to read *65.7* (not 66.7).

The effect of the undertaking will not cause financial detriment to any employee or result in substantial changes to the Agreement.

On behalf of Deakin University:



Gwyneth Tinkler
Executive Director, Human Resources Division

Dated: 30 October 2013

**Deakin University
Enterprise Agreement 2013**

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1 Application

This Agreement was negotiated by the University and the NTEU. It covers the University and all staff members employed by the University except for the Vice-Chancellor and the Executive.

2 Salary Increase

On the first full pay period after the dates set out below, staff members to whom this Agreement applies will receive the following salary increases:

| Date | Salary Increase |
|---|--|
| 1 July 2013 (already paid) | 1.5% |
| Seven days after approval of this agreement by the Fair Work Commission | 1.5% |
| Seven days after approval of this agreement by the Fair Work Commission | \$1,200 (pro rata for non - full-time staff) |
| 30 April 2014 | 3.0% |
| 30 April 2015 | 3.0% |
| 30 April 2016 | 3.0% |

3 Duration of Agreement

This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 30 June 2016.

4 Operation of the Agreement

- 4.1 Subject to clauses 4.5, 4.6 and 4.7, this Agreement operates to the exclusion of and wholly replaces all relevant awards and agreements which may otherwise, but for this clause, apply to the staff members to whom this Agreement applies.
- 4.2 The parties to this Agreement agree that they will not pursue any extra claims prior to the nominal expiry date of this Agreement, except where expressly permitted by this Agreement.
- 4.3 The rates of pay set out in this Agreement absorb, to the extent possible, any minimum safety net adjustment or any changes in rates of pay arising from any decision of the Fair Work Commission or any successor body handed down during the life of this Agreement.
- 4.4 The University and the NTEU agree that the expeditious negotiation of a replacement Agreement is in the interests of the University and staff. To this end the NTEU and the University agree to commence bargaining for a replacement Agreement no later than 1 October 2016.

- 4.5 If immediately prior to the commencement of this Agreement, one or more of the processes or arrangements set out in clause 4.6 has commenced under the provisions of the 2009 Agreement, but has not been concluded (including any available review or appeal steps within the relevant clause), then
- a) by force of this Agreement, the provisions as set out in the 2009 Agreement will be taken to continue to apply to the process or arrangement until concluded (including any applicable review or appeal steps within the relevant clause); and
 - b) the provisions of this Agreement do not otherwise apply to the conclusion of the process or arrangement.
- 4.6 The processes and arrangements under the [2009 Agreement](#) for the purposes of clause 4.5 are (clause references are to clauses in the 2009 Agreement):
- a) Academic probation review and appeal processes under clauses 20.8 – 20.10;
 - b) Processes dealing with allegations of underperformance and/or misconduct and/or serious misconduct, including decisions and reviews, under clauses 21 and 22.
 - c) Formal disciplinary action and consequential decision and review processes, under clauses 19 and 20;
 - d) Review of unreasonable workloads under clause 33.5;
 - e) Individual workload allocation review under clause 34.11;
 - f) Appeals against classification under clauses 52.5 - 52.11;
 - g) A dispute under clause 66; and/or
 - h) A grievance under clause 67.
- 4.7 Subject to clause 9, existing contracts for a fixed term and senior staff performance contracts in place as at the date of operation of this Agreement will continue to apply in accordance with their terms.

5 Principles of the Agreement

- 5.1 This Agreement outlines initiatives that will ensure the ongoing growth and viability of the University as well as build a positive workplace culture that provides for flexibility and responsiveness and also provides for recognition of performance at the organisational and individual level.
- 5.2 This will require productivity gains and improvements in efficiency, effectiveness, quality and flexibility while providing a meaningful and attractive work environment for staff members which recognises and rewards contribution in the workplace and provides work life balance.
- 5.3 The University values the contribution of staff members. Any staff reductions that might arise will be managed, as far as possible, through natural attrition or early retirement, redeployment, fixed-term pre-retirement contracts, voluntary conversion to part-time employment, leave arrangements or voluntary separation, with redundancy being used as a last resort.
- 5.4 The University will provide NTEU with staffing data on request in order to assist with cooperative monitoring and implementation of this commitment.

5.5 The University and the NTEU will adhere to the freedom of association protections in the *Fair Work Act 2009*. Nothing in this Agreement will be construed as either encouraging or discouraging staff members to become or not to become members of a union or unions.

6 Definitions and General Matters

6.1 The following terms are defined in the Agreement:

"2009 Agreement" means the *Deakin University Enterprise Agreement 2009 –2012*.

"Academic Year" means the period of time from the first day of Trimester 1 in any year to the day preceding the first day of Trimester 1 in the following year, both inclusive.

"Agreement" means the Deakin University Enterprise Agreement 2013.

"Base hourly rate of pay" for a casual general staff member means the rate of pay calculated by dividing the annual rate of pay for the staff member's classification by 52 and then dividing that amount by 36 ⅓.

"Contingent funding" is limited term funding provided from external sources, but not funded through an operating grant from Government or funding comprised of payment of fees made by or on behalf of students.

"De facto partner" means a person who, although not legally married to the staff member, lives with the staff member in a relationship as a couple on a genuine domestic basis (whether the staff member and the person are of the same or different sexes). The definition also includes a former de facto partner of the staff member.

"Executive" means those staff members who report directly to the Vice-Chancellor, other than staff whose functions support administrative and related functions of the Vice-Chancellor's office.

"Fixed-term employment" means employment for the fixed period of time specified in the staff member's contract of employment.

"Full pay" see the definition of "salary".

"Half pay" see the definition of "salary".

"Head of Organisational Unit" means the Vice-Chancellor, a member of the Executive, a Pro Vice-Chancellor, an Executive Director, a Director (including a Director of an Institute), University Librarian and University Solicitor.

"Immediate family" of a staff member means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the staff member or of a spouse or de facto partner of the staff member and also includes a person for whom the person has caring responsibilities arising from an Aboriginal and Torres Strait Islander kinship relationship of equivalent status to those listed above.

"Institute" means, within the University:

- a) a centre established and maintained by a faculty; or
- b) the Institute of Koorie Education; or
- c) a research centre or research institute; or
- d) a strategic research centre.

"NTEU" means the National Tertiary Education Industry Union.

"Ordinary hours of work" means the staff member's ordinary hours of work set out in clause 28.

"Ordinary rate of pay" means the staff member's salary plus any higher duties allowance or first aid allowance if the staff member is entitled to these allowances under this Agreement. A staff member's ordinary rate of pay will not include any shift work allowance or casual loading.

"Party" and "Parties" means, unless stated otherwise, the University, NTEU and staff members to whom this Agreement applies.

"PPR process" means the Performance Planning and Review process.

"Purchased Leave Rate of Pay" means the rate of pay a staff member receives when their Salary plus any allowances has been reduced to cover the cost of purchased leave. To calculate the Purchased Leave Rate of Pay, the Staff Member's Salary plus any allowances will be reduced by the number of days of purchased leave and then annualised at a pro rata rate over a 12 month period.

"Salary" means the rate of pay applicable to a staff member's classification as specified in Schedules A, C or H of this Agreement. The salary for a staff member employed under a senior staff performance contract will be the salary referred to in the staff member's contract. A reference to payment on "full pay" is a reference to the staff member's salary and a reference to payment on "half pay" is a reference to payment at half of the staff member's salary.

"Service" means continuous service unless otherwise specified and does not include employment as a casual staff member.

"Spouse" includes a former spouse of the staff member.

"Supervisor" includes a manager, supervisor and team leader.

"Teaching period" means a period during the academic year that the University nominates as a period within which teaching and assessment occurs.

"University" means Deakin University.

Representation

6.2 At any stage during a process referred to in this Agreement that involves a staff member, the staff member may request assistance or representation by a person of his or her choice provided that the person is not an Australian legal practitioner or a person who is undergoing practical training

for the purposes of being admitted to the legal profession, including a person undertaking practical legal training under the Legal Profession (Admission) Rules 2008 (other than a union official who is an Australian legal practitioner or a person who is undergoing practical training for the purposes of being admitted to the legal profession, including a person undertaking practical legal training under the Legal Profession (Admission) Rules 2008).

Where a staff member who is a member of the NTEU seeks assistance or representation from the NTEU under this clause, the NTEU agrees to use best endeavours to make an official available at the required time/s so as to avoid unreasonable delay to the process.

Anti-Discrimination

6.3 In accordance with relevant anti-discrimination legislation, the University will not discriminate on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership and activity, national extraction or social origin and will continue to work to help prevent and eliminate any such discrimination.

Reference to position

6.4 If reference is made in this Agreement to a task, duty, role or responsibility to be fulfilled or undertaken by a person in a particular position, the task, duty, role or responsibility may be fulfilled or undertaken by that person's nominee or person acting in that position or a successor position.

7 Contract of Employment

7.1 The University will employ staff members in positions that correspond with the types of employment set out in clauses 9 to 19 and in accordance with the terms of this Agreement.

7.2 In addition to being employed in his or her substantive position, a staff member may also be employed as a casual staff member to perform work unrelated to, or identifiably separate from, the staff member's normal duties.

8 Terms of Employment

8.1 When a staff member commences employment at the University, he or she will be provided with a contract of employment which sets out the type of employment that applies to the staff member and also sets out information about the terms of the staff member's employment in relation to:

- a) for staff members other than casual staff members, the classification level and salary of the staff member on commencement of employment and the hours or the fraction of full-time hours to be worked;
- b) for staff members employed on a fixed-term basis, the period and category of the fixed-term employment;
- c) for casual staff members, the duties to be performed, the expected hours of work, the rate of pay and the faculty guidelines on academic marking for casual staff members who will undertake this activity;
- d) for academic staff members, the length and terms of any period of academic probation and for a general staff member, the length and terms of any period of probation;

- e) other main conditions of employment including the identity of the employer and the duties and reporting relationships to apply upon appointment or the documentary or other recorded sources from which these can be ascertained.

8.2 Both academic and general staff members (other than a casual staff member) may be required to serve a period of probation. Additional provisions about probation for academic staff members are set out in clause 20 of this Agreement.

Any such period of probation will be a reasonable probationary period that is directly related to the nature of the work to be performed by the staff member. As a condition incidental to employment on probation, a staff member will be advised of and given an opportunity to make response to, any adverse material about the staff member that the University intends to take into account in a decision to terminate the staff member's employment upon or before the expiry of the period of probation.

9 Appointment of Heads of Schools and Institutes

9.1 Subject to the *Deakin University Act 2009 (Vic)* and its regulations as in force from time to time, Heads of Schools and Institutes may be appointed to their roles for a fixed term or on a continuing basis. Such appointments:

- a) will operate concurrently with any substantive underlying appointment;
- b) where the staff member has an underlying substantive appointment, the appointment to Head of School or Institute may be terminated by the University or the staff member on three months' written notice (or, in the case of the University, by payment in lieu thereof) after discussion between the staff member and their faculty Pro Vice-Chancellor and, if required, the Vice-Chancellor.

9.2 Termination of an appointment under clause 9.1 b) does not constitute termination of employment, or a demotion or disciplinary action under this Agreement.

10 Full - Time Employment

A staff member may be employed on a full-time basis. Full-time employment means employment other than fixed-term, part-time or casual employment.

11 Part - Time Employment

A staff member may be employed on a part-time basis. Part-time employment means employment for less than the normal weekly ordinary hours of work specified for a full-time staff member. Entitlements under this Agreement for a part-time staff member will be calculated on a pro-rata basis by reference to the staff member's ordinary hours of work.

12 Part - Year Employment - General Staff

12.1 A part-year general staff member is employed on a continuing basis or for a period of fixed-term employment to work one or more periods in a year (which may be a calendar year). New

appointments on a part-year basis will only be made following conversion from a casual position in accordance with Schedule F.

- 12.2 During the periods of the year that the part-year general staff member is not required to perform work, the staff member's employment will continue. However, with the exception of periods of approved paid leave, the staff member will be deemed to be on leave without pay for periods when the staff member is not required to perform work. These periods will not break the staff member's continuity of service.
- 12.3 In respect of the periods when the part-year general staff member is working, he or she will be paid on the same basis as comparable, full-time or part-time continuing staff members as the case may be.
- 12.4 Leave, including recreation leave, long service leave and sick leave will accrue during hours worked by the part-year general staff member. Leave, other than recreation leave and long service leave, will be available to the staff member only during the periods when the staff member is working. The timing of the taking of recreation leave and long service leave will be agreed between the University and the staff member, subject to the provisions of the *Fair Work Act 2009*.
- 12.5 A part-year general staff member will be entitled to the benefits set out in clause 45 for all University holidays that fall on the day on which the staff member is required to work. If the University holiday falls on a day when the staff member is on leave without pay, then he or she is not entitled to the benefits set out in clause 45.
- 12.6 In the event that the employment of a part-year general 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 must be repaid by the staff member to the University as at the date when the employment ceases. If the payment is not repaid, the University may off-set any such amounts against any entitlements owing to the staff member

13 Annualised Hours Employment - General Staff

- 13.1 A general staff member may be employed on an annualised hours basis. An annualised hours general staff member is a staff member employed on a continuing basis or for a period of fixed-term employment for a specific number of ordinary hours of work in any one year (which may be a calendar year). New appointments on an annualised hours basis will only be made following conversion from a casual position in accordance with Schedule F.
- 13.2 Subject to the terms of the employment, the time and manner in which the staff member's annual ordinary hours of work are scheduled over the year will be at the discretion of the University and can be worked over a period of less than 52 weeks.
- 13.3 For the purposes of payment, the total number of annual ordinary hours of work to be worked by the general staff member will be averaged to a fortnightly salary.
- 13.4 A staff member employed on annualised will be entitled to receive pro-rata leave entitlements determined by the number of annualised ordinary hours of work required to be worked. The timing of when the staff member will take recreation leave and long service leave will be agreed between the University and the staff member, subject to the provisions of the *Fair Work Act 2009*.

- 13.5 A staff member employed on annualised hours will be entitled to the benefits set out in clause 45 for all University holidays that fall on a day on which they are scheduled to work. If the University holiday falls on a day when the staff member is not scheduled to work, then he or she is not entitled to the benefits set out in clause 45.
- 13.6 A staff member employed on annualised hours will be eligible for the same overtime benefits as a full-time general staff member. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the annualised hours general staff member is employed. There is no accrual of leave entitlements (howsoever described) in respect of the overtime hours worked by the staff member.
- 13.7 Where in any year, with the agreement of the University, a staff member employed on annualised hours works in excess of the number of ordinary hours of work in the year for which he or she is employed, the payment for the additional ordinary hours worked will be made in the first available pay period following receipt of a valid claim from the staff member. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.
- 13.8 In the event that the employment of a staff member employed on annualised hours ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member will be performed and:
- a) if the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment is repayable by the staff member to the University as at the date when the employment ceased. If the payment is not repaid, the University may off-set any such amounts against any entitlements owing to the staff member; and
 - b) if the staff member has performed work with the agreement of the University for which he or she has not been paid by the University, the University will pay to the staff member the outstanding amount as at the date the employment ceases.

14 Research Continuing Employment (Contingent Funded)

Eligibility

- 14.1 A staff member engaged in contingent funded research may apply for, or be offered, a Research Continuing Employment (Contingent-Funded) contract (RCECF) where the staff member:
- a) is 0.5 FTE or more; and
 - b) is an academic staff member who has been employed by the University for a period of three years or more, or a general staff member who has been employed for a period of five years or more, and who is to be appointed to their second or subsequent consecutive contract; and
 - c) was employed through a competitive and open selection process; and
 - d) is "research active" as defined by their Budget Division or employed on a research project.

The University may, in its absolute discretion, offer a RCECF notwithstanding not all of the above criteria are satisfied.

- 14.2 Applications must be made in writing to the Executive Director, Human Resources Division, and the Executive Director will advise the staff member in writing of the outcome within 20 working days of

receiving the application. The University may refuse an application on reasonable grounds. Reasonable grounds include:

- a) the criteria in clause 14.1 are not satisfied;
- b) where it is unlikely that there will be sufficient revenue or funding available to provide continuing support for the staff member's employment beyond a further three year period;
- c) the staff member's performance has not been assessed as being at least "successful";
- d) the staff member is performing work which is predominantly related to discontinued, or discontinuing programs or a disciplinary area that is not being actively pursued by the University; or
- e) the staff member is a general staff member and he or she does not have sufficiently transferable skills that would reasonably enable the University to redeploy the staff member to another position within the University upon expiration of the existing research grant; or
- f) the staff member is a student, and their status as a student was the primary reason for their appointment.

Conditions

14.3 Subject to this clause, staff on RCECFs will receive the same entitlements as other continuing staff members, including superannuation.

14.4 The following provisions do not apply to staff members on RCECFs:

- a) where funding for the continuation of a RCECF position ceases, the consultation provisions of clause 68 (Consultation on Major Workplace Change) in respect of the position that the staff member occupies;
- b) clause 24 (Redundancy);
- c) provisions applicable to staff members employed on fixed term employment as specified elsewhere in this Agreement.

Measures to Avoid Termination

14.5 Where the funding that supports a staff member's RCECF ceases:

- a) the University may transfer the staff member to another equivalent position;
- b) at the discretion of the relevant Head of Organisational Unit, a RCECF staff member may be employed using other available funding, where:
 - the use of such funding is for a limited period; and
 - the Budget Division has a reasonable expectation that alternative research funding or a continuing appointment will become available.
- c) if, during the notice period specified in clause 14.7 below, the funding for the position is renewed, the notice period ceases to apply and employment continues;
- d) if an application for renewal of the funding for the position is still pending, then by mutual agreement:
 - I. the period of employment may continue for any period of:
 - paid recreation leave and/or long service leave; and thereafter

- unpaid leave, provided that unpaid leave will not be available under this clause to bring the aggregate period of leave above 12 weeks; or
- II. if the employment has ceased, payment of severance pay and/or payment in lieu of notice may be delayed for up to 12 weeks to facilitate continuation of service and if the funding for the position is renewed, the staff member's employment will recommence, there will be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to recommencement of employment will not break continuity of service, but will not count as service.

Termination of RCECF

14.6 A RCECF may be terminated when:

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

If a staff member's employment is terminated under a) or b) above, and alternatives to termination under clause 14.5 above have been unsuccessful, the staff member will be provided notice and severance payments under clauses 14.7 and 14.8.

Notice Periods and Severance

14.7 Where a staff member is terminated in accordance with sub-clause 14.4 a) or b), the staff member will be provided with a minimum of four weeks notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.

14.8 Severance pay for staff members on RCECFs will be in accordance with the following, subject to any greater applicable legislative entitlement:

| Length of Continuous Service | Severance payment |
|--|--------------------------|
| 1 year or more and up to 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 |
| At least 4 years but less than 5 years | 8 weeks pay |
| At least 5 years but less than 6 years | 10 weeks pay |

| Length of Continuous Service | Severance payment |
|---|--------------------------|
| At least 6 years but less than 7 years | 11 weeks pay |
| At least 7 years but less than 8 years | 13 weeks pay |
| At least 8 years but less than 9 years | 14 weeks pay |
| At least 9 years but less than 10 years | 16 weeks pay |
| 10 years and over | 12 weeks pay |

14.9 Severance pay will not apply where the staff member has:

- a) resigned or declined an offer for further employment;
- b) has obtained further employment within the University without the loss of accrued entitlements; or
- c) the University has assisted the staff member in securing the same or similar employment with another employer, with a transfer of all entitlements.

15 Teaching Scholars

15.1 An academic staff member may be employed on a continuing basis as a Teaching Scholar, subject to the terms of this clause.

15.2 Teaching Scholars will undertake teaching and teaching related work that would otherwise have been performed in the University by casual academic staff.

15.3 The University will appoint on an open and merit selection basis 40 FTE Teaching Scholars, being an average of 10 FTE appointments in each of 2014, 2015, 2016 and 2017.

15.4 Applicants for a Teaching Scholar appointment must have at least one year's academic employment experience in an Australian university (excluding a person who has held a continuing academic appointment).

15.5 Teaching Scholars may be allocated up to 100% of their workload in the combined categories of teaching, teaching-related service and scholarship, of which teaching duties, covered in clause 34.18, shall not exceed 70%. Clause 34.10 does not apply to a Teaching Scholar.

15.6 Teaching Scholars will be paid in a salary range commencing at level A, step 3, with annual incremental progression where performance is assessed as satisfactory by the University up to a maximum of level B step 3, provided that any level A Teaching Scholar required to carry out full unit co-ordination duties as part of normal duties, and/or who holds a relevant doctoral qualification will be paid a salary no lower than level A Step 6.

15.7 A Teaching Scholar may apply for academic promotion in accordance with the University promotion process following successful completion of a probationary period. If promoted, they are no longer a Teaching Scholar.

16 Fixed-Term Employment

16.1 A staff member may be employed on a fixed-term basis.

Conditions for Fixed-Term Contract of Employment

- 16.2 A fixed-term staff member, other than an apprentice, will be entitled to all the benefits of a continuing staff member in the same classification of employment, except as otherwise provided for in this Agreement.
- 16.3 A fixed-term staff member who has a period of continuous service in a classification under this Agreement which has an incremental structure will be entitled to progress through that structure in the same way as a staff member employed as a full-time staff member in the same or similar classification.
- 16.4 For the purpose of calculating a fixed-term staff member's period of continuous service, a break of up to six weeks in a year or up to two breaks per year between periods of fixed-term employment will not constitute breaks in the staff member's continuous service, but will not count as service. In addition, a break between periods of fixed-term employment between trimester 2 and trimester 1 will not constitute a break in the staff member's continuous service, but will not count as service.
- 16.5 Periods of approved unpaid leave during the period of the fixed-term employment will not constitute breaks in service for the purposes of this clause.
- 16.6 In the case of part-time fixed-term employment, the salaries, allowances and other entitlements under this Agreement applicable to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis according to the fraction of time worked.

Use of fixed-term employment

16.7 After this Agreement starts operating, the use of fixed-term employment will be limited to the employment of a staff member under one of the following categories:

a) Specific Task or Project

The University may offer fixed-term employment to undertake a specific task or project. A specific task or project is 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 this category, it will also include a period of employment provided for from contingent funding.

b) Research

The University may offer fixed-term employment to undertake research only functions for a contract period not exceeding 5 years.

c) Replacement staff member

The University may offer fixed-term employment to a “replacement staff member”. “Replacement staff member” means employment of a staff member:

- I. to undertake the work of a full-time or part-time staff member absent on leave or temporary secondment or transfer; or
- II. to perform the duties of a vacant position where recruitment action has commenced.
- III. to perform the duties of a position where the substantive occupant of that position is performing higher duties.

This category will also include the employment of a staff member to cover the difference in hours where a staff member (the substantive staff member) who has returned from a period of parental leave or other authorised leave is employed on a part-time basis for a defined period. Such periods of fixed-term employment may be contingent upon the graduated return to work of the substantive staff member on leave or returning from leave.

The University may only employ a replacement staff member for one period of fixed-term employment. However, the period of fixed-term employment may be extended if the period of absence of the staff member referred to in paragraph a. is extended.

d) Recent Professional Practice Required

The University may offer fixed-term employment where professional, commercial, clinical or vocational education will be undertaken by a person who has recent practical or commercial experience. For the purpose of this paragraph, practical or commercial experience will generally be considered as “recent” only when it has occurred in the previous five year period prior to the appointment. Such staff will usually be employed on a part time basis and hours may be annualised over the year. Staff employed under this clause are not expected to do research and will usually undertake only teaching and teaching related duties. The University will ensure that appointments under this clause are not used to reduce, overall, the amount of work which is performed by the University’s continuing academic staff

e) Pre-retirement Contract

Where a full time or part time staff member declares that it is his or her intention to retire, a fixed term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.

f) Post-retirement Contract

The University may offer post-retirement fixed-term employment to a person who has formally retired from the workforce.

g) Student Employment

The University may offer fixed-term employment to a person who is enrolled in the University as a student. Fixed-term employment may be offered for a work activity that is within the student's

academic unit, an associated research unit or a cognate administrative unit and is work generally related to a degree course that the student is undertaking. The fixed-term employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student, but is awaiting his or her results.

An offer of fixed term employment under this sub-clause should not be made on the condition that the person offered the employment undertakes a course of study.

h) New Organisational Unit

Fixed-term employment of up to three years may be offered in a newly established organisational work unit.

If at the end of the allowable period of fixed-term employment under this category, the requirement for the work which has been performed continues, the University shall employ the staff member on a continuing basis without the need for the position to be advertised, but only where an ongoing vacancy exists, the staff member meets the requirements of the position, the staff member was selected after the previous fixed-term position was openly advertised and the staff member has performed satisfactorily in that position.

i) Disestablished Organisational Unit

A fixed term contract may be offered to a staff member where a decision has been made by the University to discontinue work in that area within 24 months. The use of such contracts will not exceed 24 months, provided that:

- I. the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason the staff member's position or substantially the same position continue beyond a 24 month period, the staff member will be offered that work on a continuing basis.
- II. should a position not be available under the previous bullet point, upon request by the staff member, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

j) Apprenticeship or Traineeship

Fixed-term employment may be offered to an apprentice or trainee employed under an apprenticeship or traineeship approved by a training authority, or a person employed under a special Commonwealth or State Government employment or training scheme. Specific conditions for trainees are covered in Schedule E of this Agreement.

k) Early Career Development Fellowships

An Early Career Development Fellowship (ECDF) is a fixed term academic appointment, classified, subject to the qualifications and experience of a successful candidate, at Level A or B.

ECDFs will:

- I. be for a minimum time fraction of 0.5;
- II. be for a minimum duration of two years and no more than five years;
- III. have a maximum probationary period of 12 months; and
- IV. unless they are exempt, require persons appointed to an ECDF to undertake the Graduate Certificate in Higher Education (or successor qualification).

The University will make appointments to ECDFs on the basis of an open, competitive and merit based selection process. Like other academic appointments, staff employed on ECDFs will have workload allocated in accordance with clause 34.

Appointment to an ECDF will be restricted to persons who have:

- been awarded a PhD and have performed casual teaching work for the University in at least two entire teaching periods during the past three years; or
- be an active candidate for a PhD for at least two years and have performed casual teaching work for the University in at least two entire teaching periods during the past three years.

An appointment in accordance with this clause does not provide entitlement to the following:

- a continuing appointment;
- conversion to a continuing appointment;
- any further fixed term appointment; or
- any severance payment at the expiry of the ECDF fixed term appointment.

16.8 During the period of fixed-term employment, the staff member's employment may not be terminated by the University, other than:

- a) for an academic staff member, during the staff member's period of probation; or
- b) for a general staff member, during the staff member's minimum employment period under the *Fair Work Act 2009*; or
- c) for cause based upon serious or wilful misconduct.
- d) for a staff member employed under the Specific Task or Project category where the current fixed term appointment commenced after the commencement date of this enterprise agreement, and in respect of whose employment contingent funding has unexpectedly ceased prior to its term; or
- e) for reasons of unsatisfactory performance provided that upon termination payment is made in lieu of the lesser of the:
 - I. balance of the six months' notice, calculated from the commencement of the process in clause 21; or
 - II. remaining period of the fixed term.

16.9 Before the end of the staff member's period of fixed-term employment, the University will provide to the fixed-term staff member a written notice that, at the expiry of the contract, the University intends to:

- a) continue the position on a further fixed term contract basis;
- b) continue the position on a continuing basis; or
- c) discontinue the position.

16.10 Where the University has made a determination in accordance with clause 16.9 a) or b), the staff member will be offered further employment in the fixed term or continuing position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in that position.

16.11 The period of notice to be given by the University under clause 16.9 will be the greater of:

- a) any entitlement the staff member may have to notice of the University's intention to renew, or not to renew, employment on the expiry of the period of the fixed-term; or
- b) the period of notice outlined in the table below:

| Period of Continuous Service | Period Of Notice |
|-------------------------------------|-------------------------|
| Up to 3 years | 2 weeks |
| 3 years but less than 5 years | 3 weeks |
| 5 years or over | 4 weeks |

16.12 The period of notice is increased by one week if the fixed-term staff member is over 45 years old and has completed at least two years of continuous service with the University.

16.13 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 clause 16.9, the University may:

- a) advise the staff member in writing about the circumstances at the latest time at which the notice would otherwise be required to be given; and
- b) give notice to the staff member at the earliest practicable date after that.

16.14 Where the University gives notice in accordance with sub-clause 16.9 a), and the fixed-term staff member meets the circumstances described in sub-clause 16.10, the staff member may apply for conversion to continuing employment on the same salary and classification level.

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

- a) the staff member is a University 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 work performed by the staff member is predominantly related to discontinued programs;
- e) the period of fixed-term employment is for a specific task or project, or is a position funded by contingent funding; or
- f) the period of fixed-term employment is for the purpose of filling a temporary vacancy or to meet a need in vocational, clinical, commercial or professional education for recent practical or commercial experience.

Severance pay

16.16 A fixed-term staff member is entitled to receive a severance payment on the expiry of the staff member's period of fixed-term employment calculated in the manner set out in the table below where:

- a) the University has decided, under sub-clause 16.11 c), not to offer the staff member either employment for a further period of fixed-term employment or employment on a continuing basis, with the effect that the staff member's employment will end at the expiry of the period of fixed-term employment, and
- b) the staff member sought to continue his or her employment with the University, and
- c) the staff member has been employed for two or more periods of fixed-term employment, and
- d) the staff member is not employed for a period of fixed-term employment to undertake work that is predominantly for research, to meet a need in vocational, clinical, commercial or professional education for recent practical or commercial experience, or for a specific task or project.

| Length of continuous service | Severance Pay |
|--|----------------------|
| 3 years or more but less than 4 years | 4 weeks' salary |
| 4 years or more but less than 5 years | 5 weeks' salary |
| 5 years or more but less than 6 years | 6 weeks' salary |
| 6 years or more but less than 7 years | 7 weeks' salary |
| 7 years or more but less than 8 years | 7 weeks' salary |
| 8 years or more but less than 9 years | 8 weeks' salary |
| 9 years or more but less than 10 years | 9 weeks' salary |
| 10 years and over | 12 weeks' salary |

16.17 If the fixed-term staff member is entitled to a severance payment under sub-clause 16.16 and the staff member has five or more years of continuous service with the University, the staff member will also be entitled to payment in lieu of long service leave calculated at the rate of 1.3 weeks per year of service. The entitlement will be calculated on a pro rata basis for a part-year of service after the initial five years.

16.18 A staff member employed for a period of fixed-term employment to undertake work that is predominantly for research or for a specific task or project, or to meet a need in vocational, clinical, commercial or professional education for recent practical or commercial experience will be entitled to a severance payment calculated in the manner set out in the table below where:

- a) the following conditions are met:
 - I. the University has decided, under sub-clause 16.9 c), not to offer the staff member either employment for a further period of fixed-term employment or employment on a continuing basis, with the effect that the staff member's employment will end at the expiry of the period of fixed-term employment; and
 - II. the staff member sought to continue his or her employment with the University, and
 - III. the staff member has been employed for two or more periods of fixed-term employment.

OR

b) the following conditions are met:

- I. the University has decided, under sub-clause 16.9 a) or b) to offer the staff member either employment for a further period of fixed-term employment or employment on a continuing basis; and
- II. the staff member does not meet the circumstances described in clause 16.10.

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

16.19 If 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 a severance payment under clauses 16.16 and 16.18 for a maximum period of six weeks from the expiry of the period of fixed-term employment.

17 Casual Employment - General Staff

17.1 A casual general staff member means a person who is employed by the hour and paid on an hourly basis. Hours of work will be rounded-up to the nearest 15 minutes.

17.2 In addition to his or her base hourly rate of pay, a casual general staff member will be paid a casual loading of 25%. The casual loading is paid to the staff member in lieu of benefits provided to staff members who are not casuals, including all leave benefits, penalties and loadings. The following provisions of this Agreement do not apply to the casual general staff member:

- a) personal leave (except unpaid compassionate leave);
- b) sick leave;
- c) carer's leave (except unpaid carer's leave);
- d) recreation leave;
- e) University holidays;
- f) parental leave (except for casual staff members who qualify, see clause 38.23);
- g) redundancy;
- h) termination of employment;
- i) termination of employment on the grounds of ill health;
- j) disciplinary action for unsatisfactory performance;
- k) procedures to deal with allegations of misconduct and serious misconduct;
- l) arbitration leave; and
- m) job evaluation procedures.

17.3 The minimum period of engagement for a casual general staff member will be three hours, except for students of the University engaged in casual work of any type for the University, for whom the minimum period of employment will be one hour; or where in order to meet his or her personal

circumstances, a casual general staff member and the University agree to a minimum period of employment of less than three hours

- 17.4 If the casual general staff member is required to work on more than one occasion on the same day, the minimum period of engagement under clause 17.3 will apply to the total number of hours worked by the staff member on that day.
- 17.5 Overtime is only payable to a casual general staff member who works in excess of eight hours and 49 minutes on any one day. In relation to the excess hours, the staff member will 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.
- 17.6 The procedures for the conversion of a casual general staff member to non-casual employment are outlined in Schedule F to this Agreement.
- 17.7 The University will from time to time establish generic casual general staff position descriptions for common sets of casual duties, which will be evaluated by a general staff evaluation committee in accordance with clauses 52.6 to 52.7 of this agreement, to provide guidance as to the classification of casual general staff positions. The University may vary a generic casual general staff position description in which case the evaluation process at clauses 52.6 to 52.7 will apply and may revoke a generic casual general staff position description. For the avoidance of doubt, the generic casual general staff position descriptions, which are a guide only, do not apply to an individual staff member's position. The University will determine the classification of a casual general staff position.

18 Casual Employment - Academic Staff

- 18.1 A casual academic staff member means a person employed by the hour and paid on an hourly basis. The rates paid to the staff member are calculated in the manner set out in Schedule G to this Agreement. The rates set out in Schedule G include a casual loading of 25%. The casual loading is paid to the staff member in lieu of benefits provided to staff members who are not casuals, including all leave benefits. The following provisions of this Agreement do not apply to the casual academic staff member:
- a) personal leave (except unpaid compassionate leave);
 - b) sick leave;
 - c) carer's leave (except unpaid carer's leave);
 - d) recreation leave;
 - e) University holidays;
 - f) parental leave (except for casual staff members who qualify, see clause 38.23);
 - g) redundancy;
 - h) termination of employment;
 - i) termination of employment on the grounds of ill health;
 - j) disciplinary action for unsatisfactory employment;
 - k) procedures to deal with allegations of misconduct and serious misconduct; and
 - l) arbitration leave.

- 18.2 All casual academic staff members undertaking casual work in a teaching period will have access to the University library and computer facilities after the teaching period in accordance with applicable University policy and/or procedures.
- 18.3 A casual academic staff member will not be required to be solely responsible for the development of a unit or course of study. However, the staff member may be responsible for the coordination of a unit or course of study for short periods of time to cover an unexpected vacancy.

Marking

- 18.4 A casual academic staff member will be paid separately for academic marking undertaken by the staff member except for any marking undertaken in the classroom, tutorial, lecture or in the delivery of clinical education. The rates to be paid are set out in Schedule G to this Agreement.
- 18.5 Faculties will consult with their staff members to develop guidelines that reflect reasonable expectations for academic marking. These guidelines will take into account the complexity of the marking and the experience of the markers. The marking process may involve the following three stages: evaluation of the assessment, provision of feedback and the recording of results. This will not limit the requirement to pay staff members according to the work performed. When these guidelines are developed, they will then be provided to all current academic casual staff members and to new academic casual staff members upon commencement of their employment (see clause 8.1c).

19 Senior Staff Performance Contracts

- 19.1 Subject to clause 1, the following staff members may be offered employment on a senior staff performance contract:
- a) an academic staff member who is employed as a Head of Organisational Unit, other than as a Director of an Institute with less than 20 full time equivalent staff;
 - b) a general staff member paid more than \$100 above the salary applicable to HEW level 10.
- 19.2 A staff member employed on a senior staff performance contract will not receive the salary increases in clause 2. Any salary increase will be based on the staff member's performance, which will be assessed in accordance with the Performance Planning and Review process in clause 61.
- 19.3 The provisions of this Agreement apply to a staff member employed on a senior staff performance contract, except for clauses 16, 21 - 25, 34, 60 and 67.
- 19.4 A staff member employed on a senior staff performance contract will be given the option of joining or remaining a member of UniSuper for their superannuation contributions.
- 19.5 A staff member who is employed by the University on a continuing basis who accepts a transfer or promotion to a position on a senior staff performance contract may elect to return to their substantive continuing position at the conclusion of the fixed term (unless their employment is terminated by the University either during or at the end of the fixed term).

20 Academic Probation

- 20.1 The University may require an academic staff member who is offered a continuing or fixed term appointment with the University to serve a probation period of up to 36 months. The University, in determining the length of the probation period or whether to waive such a period, will have regard to the staff member's prior service and performance at other universities and the staff member's qualifications and experience. A probation period of 36 months would be appropriate for a staff member with no prior full time or part time service at a university.
- 20.2 If, prior to the employment of an academic staff member to a continuing appointment, the staff member has been employed for a period of fixed-term employment at the University, he or she will not be required to serve a probationary period provided that:
- a) the staff member's fixed-term employment was for a period of at least three years; and
 - b) the staff member has performed an appropriate range of academic duties consistent with the academic level at which the staff member will be employed; and
 - c) there has been no break in service in excess of six months following the fixed term employment and prior to the commencement of the staff member's continuing appointment.
- 20.3 The University will not normally require an academic staff member to serve a probationary period of greater than 36 months including probation served under previous appointment/s and the current appointment. However, an extension to the probation period may be applied by the University where the staff member has not worked for more than three months of the probationary period, of a period no greater than the duration of the absence.
- 20.4 A fixed term academic staff member may be placed on academic probation containing a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. Any second or subsequent periods of fixed term employment for an academic staff member will not contain a probationary period unless for a position with duties substantially different from the initial employment.
- 20.5 During the probation period, the academic staff member's performance will be periodically assessed and the staff member will be provided with constructive feedback, along with periodic counselling to confirm progress or develop strategies to resolve identified difficulties. Where appropriate, a probationary academic staff member will be given the opportunity to participate in a staff development program to develop and refine his or her teaching and/or research skills.
- 20.6 A formal review or reviews will be conducted during the academic staff member's probation period and feedback on performance will be given to the staff member. The staff member will be advised of, and given an opportunity to make response to, any adverse material about the staff member that the University intends to take into account in a decision to terminate the staff member's employment upon or before the expiry of the period of probation.

The review will determine whether the academic staff member's employment will:

- a) be confirmed; or
- b) be terminated; or
- c) continue on a probationary basis within the timeframe of the probationary period of employment.

Where the review results in a decision to terminate the academic staff member's employment, the staff member will be given at least:

- a) six months written notice (for a continuing staff member); or
- b) the lesser of six months written notice or the unexpired balance of the fixed term (for a fixed term contract staff member)

of the termination of their employment. The University may decide to make a payment in lieu of notice for part or all of this period. If the University makes a payment in lieu of notice, the payment or the combined period of part notice and pay will not exceed six months. If part or all of the period of notice is to be paid in lieu, the amount of the payment must equal the total of all amounts the staff member would have received had the staff member's employment continued to the end of the required notice period.

- 20.7 An academic staff member's employment may be terminated during the probationary period if the staff member engages in serious misconduct, and the termination would not be harsh, unjust or unreasonable. Where allegations of serious misconduct exist, the University may suspend the staff member, with or without pay, until the conclusion of the matter. The University may terminate employment without notice where serious misconduct has occurred.
- 20.8 Where a decision is made to terminate the academic staff member's employment, the staff member may elect, within 10 working days of receiving written notice of the termination decision, to lodge an appeal on the grounds that the decision was affected by procedural irregularity or miscarriage of process or the availability of evidence or material which was not available at the time of the decision to not confirm the staff member's appointment. If an appeal is lodged, it will be reviewed by the Academic Probation Appeal Committee.
- 20.9 The Academic Probation Appeal Committee will operate in accordance with clause 74 of this Agreement. Where practicable, the members of the Committee will be academics holding continuing appointments in the relevant unit of organisation or from a cognate discipline.
- 20.10 The Academic Probation Appeal Committee will recommend to the Vice-Chancellor either the appeal be dismissed and the decision confirmed, or the process was flawed. In the latter case, the Vice-Chancellor will consider the decision and, where appropriate, take steps to correct any flaw in the process.
- 20.11 Clauses 21 and 22 (in cases of serious misconduct only) do not apply to staff during their probationary period.

21 Unsatisfactory Performance

Process

- 21.1 Where a staff member's supervisor is of the view that the staff member's performance is unsatisfactory ([see clause 22.19](#)), the supervisor will:
- a) counsel the staff member about the staff member's unsatisfactory performance;
 - b) give the staff member clear and reasonable expectations about the required standards of performance; and
 - c) give the staff member a reasonable period of time to demonstrate performance against those expectations.

- 21.2 Where the supervisor believes that the process outlined in clause 21.1 has not led to improvement in performance to the required standard, disciplinary action may be taken against the staff member. If disciplinary action is to be taken, the supervisor will advise the staff member in writing of the unsatisfactory performance, including details of any relevant facts and documentation.
- 21.3 The supervisor will provide the staff member with a reasonable opportunity to be heard and to make a written submission, within 10 working days, in relation to the unsatisfactory performance.
- 21.4 The supervisor will consider the staff member's response and relevant evidence and determine whether to refer the matter to the Head of Organisational Unit by way of a report (including the allegations of unsatisfactory performance and staff member's response).
- 21.5 The Head of Organisational Unit will consider the material referred by the supervisor. The Head of Organisational Unit may provide a report to the Vice-Chancellor which outlines the areas of unsatisfactory performance, the response of the staff member and any recommendation regarding disciplinary action.

Preliminary Decision

- 21.6 The Vice-Chancellor will consider the report and make a preliminary decision about what, if any, disciplinary action should be taken against the staff member. The Vice-Chancellor may seek additional information if he or she determines it is necessary.
- 21.7 The Vice-Chancellor will satisfy herself or himself that appropriate steps have been taken to bring the unsatisfactory nature of the performance of the staff member to the staff member's attention, that an adequate opportunity to respond was given and that any response was taken into account.
- 21.8 Any preliminary decision by the Vice-Chancellor that disciplinary action will be taken against the staff member will be notified to the staff member in writing.

Review

- 21.9 The staff member may seek a review of the preliminary decision of the Vice-Chancellor within 10 working days of the staff member receiving the written notice of the preliminary decision. If the staff member seeks a review within this time, a Discipline Review Committee will be established and operate in accordance with clause 74 of this Agreement.

Discipline Review Committee

- 21.10 Where a matter is referred to a Discipline Review Committee, the Executive Director, Human Resources Division will convene the Committee within 10 working days.
- 21.11 The Discipline Review Committee will report to the Vice-Chancellor outlining:
- a) whether there is, overall, sufficient evidence to support a finding of unsatisfactory performance;
 - b) whether there has been a substantial flaw in following the procedures of this clause; and
 - c) its recommendation (if any) about disciplinary action in light of the matters outlined in sub-clauses 21.11 a) and b)

- 21.12 The staff member has the right to be represented by a person in accordance with clause 6.2 of this Agreement when a matter is being considered by a Discipline Review Committee under this clause.
- 21.13 The Discipline Review Committee will provide a written report to the Vice-Chancellor as soon as is practicable following the conclusion of the Committee proceedings.

Finalisation of decision

- 21.14 The Vice-Chancellor, having considered the report of the Discipline Review Committee, may reconsider her or his preliminary decision and determine what, if any, disciplinary action should be taken. The Vice-Chancellor may seek additional information if he or she determines that this is necessary.
- 21.15 The Vice-Chancellor will then advise the Head of Organisational Unit and the staff member in writing of the decision.
- 21.16 The preliminary decision of the Vice-Chancellor becomes final if the staff member has not sought a review of the preliminary decision within the 10 working days.
- 21.17 The Vice-Chancellor will confirm, amend or withdraw the preliminary decision. The Vice-Chancellor will advise the Head of Organisational Unit and the staff member in writing of the decision.
- 21.18 The decision of the Vice-Chancellor under this clause will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

Definitions, principles and general provisions

- 21.19 Unsatisfactory Performance means a serious failure of the staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:
- a) the nature and purpose of the position;
 - b) its classification; and
 - c) any representations made by the staff member at the time of selection for employment or selection/promotion to the staff member's current position or level.
- 21.20 Disciplinary action means:
- a) formal censure, warning or counselling;
 - b) withholding of an increment;
 - c) demotion to a lower classification or increment and/or transfer to another position;
 - d) suspension with or without pay; or
 - e) termination of employment.
- 21.21 Disciplinary action for unsatisfactory performance must take place in accordance with this clause.
- 21.22 All issues will be investigated thoroughly and justly.
- 21.23 If at any stage during the procedures under this clause the University finds that the details of the unsatisfactory performance should be amended or new details added, the staff member must be

advised of this in writing and be given a further reasonable opportunity to provide a response prior to any further steps being taken by the University.

22 Misconduct and Serious Misconduct

Allegations of Misconduct and/or Serious Misconduct

- 22.1 If an allegation of misconduct or serious misconduct (see clause 22.20 and 22.21) is made, the staff member will be:
- a) advised in writing by his or her supervisor of the alleged misconduct or serious misconduct, including details of any relevant facts and documentation and whether the allegations are considered to be serious misconduct; and
 - b) given a reasonable opportunity to be heard and to make written submissions, within 10 working days, in relation to the allegations.
- 22.2 The staff member's supervisor will consider the staff member's response and relevant evidence and if the staff member admits to the allegations, and if appropriate in the supervisor's view, give the staff member a reasonable opportunity to improve their conduct. The supervisor will then determine whether to refer the matter to the Head of Organisational Unit by way of a report (including the allegations of misconduct and staff member's response).
- 22.3 The Head of Organisational Unit will consider the material referred by the supervisor. The Head of Organisational Unit may provide a report to the Vice-Chancellor which outlines the allegations, the response of the staff member and any recommendation regarding disciplinary action.

Suspension and additional allegations

- 22.4 Where an allegation of serious misconduct has been made against a staff member, the Vice-Chancellor may, at any stage during the procedures under this clause, suspend the staff member, either with or without pay, until the conclusion of the matter if the Vice-Chancellor considers that, prima facie, the allegations are serious enough to warrant the staff member not being at work, provided that:
- a) with the approval of the Vice-Chancellor, the staff member may draw on any accrued entitlement to recreation leave or long service leave for the duration of the suspension without pay;
 - b) the Vice-Chancellor may at any time direct that salary be paid, in part or in full, on the grounds of hardship for the period of the suspension or a part period.
 - c) The Vice-Chancellor may upon receiving a recommendation from the Discipline Review Committee reconsider the issue of the suspension of the staff member.
- 22.5 During any period of suspension the staff member will be excluded from the University or any identified parts of the University, provided that he or she will be permitted reasonable access to the University to prepare his or her case and to collect personal property.
- 22.6 If at any stage during the procedures under this clause, it is found that that the allegation should be amended or new allegations added, or the allegation contains additional elements which amount to serious misconduct, the staff member must be advised of this in writing and be given a further reasonable opportunity to be heard and to make written submissions prior to any further steps being taken by the University.

Decision or preliminary decision

- 22.7 If the allegation is admitted in full by the staff member and the Vice-Chancellor considers that the conduct amounts to misconduct or serious misconduct, the Vice-Chancellor will advise the staff member in writing of the decision and the operative date of any disciplinary action.
- 22.8 If the allegation is denied in part or in full, or if the staff member has not responded to the allegation, the Vice-Chancellor will consider the report and make a preliminary decision about whether the allegation is made out in part or in whole and what, if any, disciplinary action should be taken against the staff member. The Vice-Chancellor may seek additional information if he or she determines this is necessary.
- 22.9 Any preliminary decision by the Vice-Chancellor that disciplinary action will be taken against the staff member will be notified to the staff member in writing.
- 22.10 The Vice-Chancellor may determine that allegations of serious misconduct amount only to misconduct.
- 22.11 The staff member's employment may be terminated without notice if they have engaged in serious misconduct such that it would be unreasonable to require the University to continue to employ the staff member during a period of notice.
- 22.12 Where the Vice-Chancellor determines that no disciplinary action will be taken and the staff member has been suspended under sub-clause 22.4, the staff member will be reinstated at no loss of salary or conditions.

Review

- 22.13 The staff member may seek a review of the preliminary decision of the Vice-Chancellor within 10 working days of the staff member receiving the written notice of the preliminary decision. If the staff member seeks a review within this time, a Discipline Review Committee will be established and operate in accordance with clause 74 of this Agreement.

Discipline Review Committee

- 22.14 Where a matter is referred to a Discipline Review Committee, the Executive Director, Human Resources Division will convene the Committee within 10 working days.
- 22.15 The Discipline Review Committee will provide a written report to the Vice-Chancellor as soon as is practicable following the conclusion of the Committee proceedings outlining:
- a) whether there is, overall, sufficient evidence to support a finding of misconduct or serious misconduct;
 - b) whether there has been a substantial flaw in following the procedures of this clause; and
 - c) its recommendation (if any) about disciplinary action in light of the matters outlined in sub-clauses 22.15 (a and b)
- 22.16 The staff member has the right to be represented by a person in accordance with clause 6.2 of this Agreement when a matter is being considered by a Discipline Review Committee under this clause.

Finalisation of decision

- 22.17 The Vice-Chancellor, having considered the report of the Discipline Review Committee, may reconsider his or her preliminary decision and determine what, if any, disciplinary action should be taken. The Vice-Chancellor may seek additional information if he or she determines that this is necessary.
- 22.18 The Vice-Chancellor will then advise the Head of Organisational Unit and the staff member in writing of his or her decision.
- 22.19 The Vice-Chancellor's decision will be final, subject to the jurisdiction of any court or tribunal which, but for this clause, would have jurisdiction to deal with the matter.

Definitions, principles and general provisions

22.20 Misconduct means:

- a) conduct which is not serious misconduct; and
- b) is unsatisfactory conduct (including, but not limited to, breaches of the University's Code of Conduct); or
- c) misconduct in research (per clause 23).

22.21 Serious misconduct means:

- a) serious misbehaviour 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 (including, but not limited to, breaches of the University's Code of Conduct);
- b) serious dereliction of the duties required of the position;
- c) theft or fraud
- d) serious misconduct in research (per clause 23); or
- e) conviction by a court of an offence where that offence constitutes a serious impediment to the carrying out of a staff member's duties or functions or to a staff member's colleagues carrying out their duties or functions.

Examples of conduct which may constitute serious misconduct are:

- a) assault;
- b) repeated incidents of misconduct; or
- c) serious or repeated bullying or harassment, including sexual harassment; or
- d) wilful and/or gross breach of the staff member's contract, the University's policies, regulations or the University's Code of Conduct, such that it would be unreasonable to continue the staff member's employment.

22.22 Disciplinary action means:

- a) formal censure, warning or counselling;
- b) withholding of an increment;
- c) demotion to a lower classification or increment and/or transfer to another position;
- d) physical relocation at the staff member's campus location or suspension of access to certain University equipment having regard to the nature of the misconduct or serious misconduct;
- e) temporary suspension with or without pay; or
- f) termination of employment.

22.23 In cases of misconduct only, disciplinary action is limited to the matters set out in sub-clauses 22.22a) to d).

22.24 When applying this clause:

- a) all issues will be investigated thoroughly and justly;
- b) disciplinary action for misconduct or serious misconduct must take place in accordance with these procedures.

23 Research Misconduct

23.1 Where the Vice-Chancellor determines that an allegation or group of allegations includes an allegation of research misconduct or serious research misconduct, the following variations to the procedures in clause 22 shall apply.

23.2 The procedures in clause 22.1 to 22.6 will be applied as if reference to misconduct or serious misconduct is a reference to research misconduct or serious research misconduct and the Vice-Chancellor may proceed to establish an investigation committee to deal with the allegations in place of consideration and report by the supervisor and Head of Organisational Unit. The chair and the initial two members of the investigation committee will be appointed in accordance with the provisions of clause 74.1. The chair of the investigation committee will not be a staff member employed by the University, and will be experienced in the conduct of tribunals of fact.

23.3 Prior to determining the composition of the investigation committee, the Vice-Chancellor shall confer with the President of the NTEU Deakin Branch to ensure that the investigation committee includes:

- a) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct or serious research misconduct such that that member will be capable of understanding and assisting the other members of the investigation committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants. (The parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member);
- b) at least one member with expertise in investigating research conduct issues, either through his or her academic study or through the administration of research. The parties agree that this may require a nominee who is not a University staff member.

23.4 Clauses 22.7 to 22.11, and clauses 22.13 to 22.14 will not apply.

- 23.5 The procedures in clauses 22.15 to 22.17 will be applied as if a reference to a discipline review committee is a reference to an investigation committee and ignoring the words “reconsider his or her preliminary decision and” in 22.17.
- 23.6 Notwithstanding these procedures, where the Vice-Chancellor considers that the allegations of research misconduct or serious research misconduct may involve action in concert between employees of more than one employer, the relevant Chief Executive Officers (or equivalents) of the employers may agree in writing that a joint inquiry be held. The procedures for such a joint inquiry shall be agreed in writing between the relevant CEOs and with the Deakin Branch President of the NTEU, provided that the NTEU will not withhold its agreement unnecessarily. Where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.
- 23.7 Where substitute procedures apply in accordance with clause 23.6, the staff member may be represented, subject to clause 6.2.
- 23.8 "Research misconduct" means a breach or deviation from the standards and provisions of the Australian Code for the Responsible Conduct of Research, which includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of research misconduct by others.

There are many ways in which researchers may deviate from the standards and provisions of the Code, including but not limited to:

- fabrication of results
- falsification or misrepresentation of results
- plagiarism
- misleading ascription of authorship
- failure to declare and manage serious conflicts of interest
- falsification or misrepresentation to obtain funding
- conducting research without ethics approval as required by the National Statement on Ethical Conduct in Research Involving Humans and the Australian Code of Practice for the Care and Use of Animals for Scientific Purposes
- risking the safety of human participants, or the wellbeing of animals or the environment
- deviations from this Code that occur through gross or persistent negligence wilful concealment or facilitation of research misconduct by others.

"Serious research misconduct" refers to more serious or deliberate research misconduct and involves:

- intent and deliberation; or
- recklessness or gross and persistent negligence; or
- serious consequences, such as false information on the public record, or adverse effects on research participants, animals or the environment..

Repeated or continuing instances of research misconduct may also constitute serious research misconduct, and do so where these have been the subject of previous counselling or specific direction. Serious research misconduct does not include honest differences in judgment in management of the research project, and may not include honest errors that are minor or unintentional.

24 Redundancy

24.1 Where the University has genuinely decided that a staff member's employment is likely to be terminated because the position of one or more staff members is no longer required to be performed for reasons of an economic, technological, structural or similar nature, including:

- a) a decrease in student demand or enrolments in any academic course or unit or combination or mix of courses or subjects;
- 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;
- c) for a general staff member, re-organisation;
- d) financial exigency; or
- e) changes in technology or work methods.

the University will, at the earliest reasonably practicable time, provide advice to the staff member or members concerned and the NTEU that the staff member's position is redundant. The advice will contain notice of the date on which the employment will end, unless the staff member is redeployed. The University must either provide at least 26 weeks' notice of the date of termination or make a payment in lieu of all or part of the notice.

Steps after notification of redundancy

24.2 When advice is given in accordance with clause 24.1, the staff member and/or the NTEU may, within two weeks:

- a) make suggestions to avoid the staff member's position being redundant; or
- b) discuss measures to mitigate the staff member's services being redundant, such as redeployment.

The University will respond to any written suggestion in 24.2 a) within two weeks of receiving it.

24.3 The University will give the staff member the option of taking an early departure payment when providing advice under clause 24.1. The staff member must elect to either depart early or to seek redeployment by a date two weeks after the later of:

- a) the advice given to the staff member in 24.1; or
- b) the response made by the University in 24.2.

24.4 Where the staff member elects to depart early, the benefits will be calculated under the table in clause 24.5.

Calculation of Redundancy Payment

24.5 A redundancy payment under this clause shall be calculated on the staff member's salary at the date of cessation of employment as follows:

| Entitlement | Maximum entitlement in number of weeks |
|--|--|
| Severance pay of 2 weeks' salary per completed year of service | 52 weeks |
| Payment in lieu of the unexpired part of the notice given in 24.1. | 26 weeks. |

24.6 Where a staff member elects under clause 24.3 to seek redeployment, there will be a transitional period of eight weeks, unless the staff member elects a shorter period. During this time the University will

a) offer support (including counselling) and,

taking into account the relevant skills, experience and work preferences of the staff member

b) discuss reasonable retraining options and

c) offer the staff member redeployment into a suitable vacant position where such a position exists.

24.7 If at the expiry of the transition period redeployment to a suitable vacant position has not occurred, the University may:

a) Terminate the staff member's employment in which case the benefits calculated under the table in clause 24.5 will apply, provided that any staff member over the age of 45 years will receive a minimum of 13 weeks' pay;

b) Transfer the staff member to a position of equivalent grade and salary for which the staff member is suitable having regard to matters including his or her qualifications experience, and, in the case of academic staff, their area(s) of academic specialisation in which case this clause no longer applies and a redundancy payment will not be made. Where such a transfer is rejected by the staff member the University may terminate the staff member's employment by giving the staff member the notice that they are entitled to under the *Fair Work Act 2009* (or its successor). If the staff member's employment is so terminated, the staff member will be entitled to a redundancy payment according to the following formula:

| Length of Continuous Service | Severance pay |
|--|---------------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |

| Length of Continuous Service | Severance pay |
|---|----------------------|
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 18 weeks |

; or

- c) Transfer the staff member to a suitable position of lower grading and maintain that staff member's former salary level and incremental progression, in which case this clause no longer applies and a redundancy payment will not be made.

24.8 When employment is terminated under this clause (except under clause 24.7b) the staff member will receive payment in lieu of accrued long service leave provided that continuous service is one year or more.

24.9 A staff member whose position is redundant will not be subject to discrimination in respect of any application for promotion or transfer to another position.

Savings Provision

24.10 Any staff member employed on an continuing basis by the University on the date this Agreement commenced and who continues to be employed on an continuing basis by the University until the date of their termination under this clause will receive a payment not less than the payment they would have received had their employment been terminated under clause 21 or 22 of the 2009 Agreement.

Letter of Certification and Expenses

24.11 A staff member who has been informed that their position is redundant will be entitled to reasonable leave with pay to attend up to three employment interviews and where expenses to attend such interviews are not met by the prospective employer, the staff member will be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses will be granted in respect of each interview.

24.12 An academic staff member whose position is redundant may request a letter signed by the Vice-Chancellor certifying that he or she is the occupant of a position deemed to be surplus to the requirements of the University. A staff member who applies for a position in a university may notify that University that he or she is a holder of such a letter of certification. In such a case the University will ensure that the selection committee concerned is aware of the letter of certification.

- 24.13 If a staff member is redeployed to a permanent position elsewhere in the University (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of his/her position being surplus to requirements and it is not reasonably practicable for the staff member to remain in his or her existing residence, the staff member will be entitled to all reasonable expenses as determined by the Vice-Chancellor associated with moving household to a new locality.
- 24.14 Any reasonable costs and charges as determined by the Vice-Chancellor associated with a programme of retraining as an agreed measure to mitigate the effects of his/her position being surplus will be reimbursed to the staff member.
- 24.15 In this clause:
- a) service with the University may be affected by clause 43 of this Agreement and a determination as to whether service is continuous service shall be made by reference to section 22(3) of the *Fair Work Act 2009*; however, clause 43 will be determinative in relation to discounting any period of service and not the *Fair Work Act 2009*; and
 - b) prior service with the University provided that any period of employment prior to a break in employment in excess of six months will not count as service;
 - c) "suitable vacant position" means a vacant position:
 - I. for which a staff member meets the essential requirements; and
 - II. which the staff member could perform satisfactorily within what is in all circumstances, a reasonable time; and
 - III. which is to be filled at the same fraction of full-time as the staff member was employed in the redundant position (or an alternate fraction if the staff member agrees);
 - d) "position of lower grading" is a position for which the maximum salary prescribed by this Agreement is lower than the maximum salary of the position held by the staff member at the time the staff member becomes redundant.

Review

- 24.16 Where a staff member has received advice under clause 24.1 that their position is redundant, they may seek review of the decision by making written application to the Executive Director, Human Resources Division, within seven days of provision of the advice on one or more of the following grounds:
- a) The University did not make a genuine decision that the position should not be filled by anyone.
 - b) the criteria used to select a staff member or members to be identified as excess to requirements were not fair and objective.
 - c) the consultation under clause 24.2 was not genuine and/or adequate.
- 24.17 A review committee will be established in accordance with clause 74, and will consider the review ground(s) put forward by the staff member in clause 24.16 a) to c).
- 24.18 A review committee will provide an opportunity for the academic staff member to be interviewed and shall give them adequate opportunity to address the review grounds in clause 24.16 a) to c).

- 24.19 The review committee will provide a report to the Executive Director, Human Resources Division on its findings on the review grounds in clause 24.16 a) to c).
- 24.20 The Executive Director, Human Resources Division will consider the report of the review committee and will take reasonable steps to remedy any failing in the process outlined in clause 24.16 a) to c), including considering measures to avert the termination or mitigate the adverse effects of the termination. If the Executive Director, Human Resources Division determines that the redundancy stands, he or she will decide that the procedures in this clause will recommence at either clause 24.3 or 24.6.
- 24.21 The Executive Director, Human Resources Division decision will be final, but does not prevent any court or tribunal which, but for this clause, would be competent to deal with the matter.

25 Termination of Employment

- 25.1 All decisions to terminate the employment of a staff member must be in accordance with this Agreement.

The only circumstances under which a decision to terminate employment can be taken are:

- a) Probation (clauses 8.2, 16.8 and 20)
 - b) Research Continuing Employment (Contingent Funded) (clause 14)
 - c) Redundancy (clause 24)
 - d) Discipline (clauses 21, 22 and 23)
 - e) Ill Health (clause 27)
 - f) Traineeships (Schedule E).
- 25.2 Prior to the termination of a staff member, the University will ensure that any procedural step related to the termination that is required by this Agreement to be undertaken by the University is fulfilled and similarly any payment required to be made by the University is made.

26 Workplace Flexibility

- 26.1 The University and a staff member may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) the arrangement deals with structuring a pattern of working hours (within the span of hours in this Agreement) to enable general staff members employed on a continuing or fixed term basis to work on an annualised basis for a portion/s of a year receiving salary averaged on a fortnightly basis across the whole year;
 - b) the arrangement meets the genuine needs of the University and the staff member in relation to one or more of the matters mentioned in paragraph a);
 - c) the arrangement is genuinely agreed to by the University and the staff member, and
 - d) the staff member has had at least three working days to consider the proposal.
- 26.2 Arrangements made in accordance with this clause are subject to the approval of the Executive Director, Human Resources Division.
- 26.3 Where the University proposes an individual flexibility arrangement the University will inform the staff member that they may seek advice from the NTEU.

- 26.4 The University must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 26.5 The University must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the University and the staff member; and
 - c) is signed by the University and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
 - d) includes details of:
 - I. the terms of this Agreement that will be varied by the arrangement; and
 - II. how the arrangement will vary the effect of the terms; and
 - III. how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 26.6 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 26.7 The University or staff member may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - b) if the University and staff member agree in writing at any time.
- 26.8 This clause 26 does not and is not intended to limit the operation of other clauses in this Agreement that provide flexibilities including, for example, clause 29.

27 Termination of Employment on the Grounds of Ill Health

- 27.1 The Vice-Chancellor may require, in writing, any staff member whose capacity to perform his or her duties is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the University's expense.
- 27.2 The Vice-Chancellor will provide the staff member with written notice of not less than one month that the medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit under the rules of the superannuation fund, the requirement for a medical examination under clause 27.1 will lapse and no further action will, subject to clause 27.3, be taken by the Vice-Chancellor under this clause. If the superannuation fund decides that the staff member is not entitled to ill-health retirement or temporary disability benefit under the rules of the superannuation fund, then the requirement for the staff member to undergo a medical examination, in accordance, will apply.

- 27.3 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 27.2.
- 27.4 A copy of the medical practitioner's report will be made available to the Vice-Chancellor and to the staff member. If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may terminate the staff member's employment by providing the period of notice required by the staff member's contract of employment or the period of six months, whichever is the greater.
- 27.5 If within 10 working days of the report being made available and if the staff member or a person acting on their behalf so requests, the Vice-Chancellor will not terminate the employment of the staff member in accordance with clause 27.4 hereof unless and until the findings of the report are confirmed by a panel consisting of three medical practitioners, one of whom will be appointed by the University, one by the staff member or by a person acting on his or her behalf, and one by the President of the State Branch of the Australian Medical Association. The Panel will not include the practitioner who made the initial report.
- 27.6 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner or panel of medical practitioners appointed pursuant to this clause must, as far as possible, apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.
- 27.7 If the staff member wishes to provide additional information, the staff member will have no less than one month from the notice referred to in clause 27.2 in which to produce a medical report from his or her own medical practitioner assessing his or her capacity to perform his or her duties. This report will be considered by the Vice-Chancellor prior to making a final decision under clause 27.3.
- 27.8 The University may pay part or all of the period of notice referred to in clause 27.4 (whether it is the period set out in the staff member's contract of employment or the six month period) in lieu. If the University decides to make a payment in lieu, the amount of the payment must equal the total of all amounts the staff member would have received had the staff member's employment continued to the end of the required notice period.
- 27.9 These provisions will not displace or override any existing State or federal workers compensation schemes contained in any applicable workers compensation legislation.
- 27.10 A failure by the staff member to undergo a medical examination in these circumstances set out in this clause will constitute evidence that the staff member is unable to perform the duties required and may result in the termination of the staff member's employment. If the staff member's employment is terminated under this clause, the staff member will be entitled to the period of notice referred to in clause 27.4. If the University makes a payment in lieu for part or all of this period of notice, the payment will be calculated in the manner set out in clause 27.4.

28 Hours of Work - General Staff

- 28.1 The ordinary hours of work for a general staff member will be determined by the University in accordance with this clause.
- 28.2 The ordinary hours of work for a general staff member will not exceed an average of 36 ¾ hours per week to be worked on one of the following bases:
- a) 36 ¾ hours within a work cycle not exceeding 7 consecutive days;
 - b) 73 ½ hours within a work cycle not exceeding 14 consecutive days;
 - c) 110 ¼ hours within a work cycle not exceeding 21 consecutive days;
 - d) 147 hours within a work cycle not exceeding 28 consecutive days.
- 28.3 The ordinary hours of work for a general staff member (other than a shift general staff member or maintenance and maintenance support staff) will be worked on any or all of the days of the week, Monday to Friday and continuously, except for meal breaks, between 7am and 7pm. The span of hours for maintenance and maintenance support staff will be 6am and 7pm.
- 28.4 A general staff member may, on a temporary or ongoing basis, work ordinary hours which are rostered outside the hours specified at clause 28.3, where it is necessary to meet the University's operational requirements and agreed between the staff member and the University in the staff member's employment contract, or variation.

For the period of this arrangement the staff member is a "shift general staff member".

- 28.5 The ordinary hours of work for a shift general staff member will:
- a) be worked continuously each shift except for meal breaks;
 - b) not exceed 10 hours inclusive of meal breaks in any single shift; and
 - c) be worked in accordance with clause 32.

29 Flexible Work Hours - General Staff

- 29.1 The University has in operation a variety of different working patterns for general staff members which include a four-and-a-half day week, a nine day fortnight, a five day week, a 19 day "month" and flexitime. With the exception of flexitime, each of these working patterns will have a fixed start and finish time as well as a fixed lunch break and operate within a span of hours as specified in clause 28.3 of this Agreement.
- 29.2 The specified start and finish times may be amended by local arrangement after consultation with the general staff members, to ensure that appropriate levels of flexibility are provided and operational needs are met, while still maintaining the current span of hours.

30 Meal Breaks - General Staff

A general staff member will not be required to work more than five consecutive hours without a break for a meal. A meal break will be at least 30 minutes, but not more than one hour in duration. Time taken for a meal break will be unpaid and will not be counted as time worked.

31 Overtime - General Staff

- 31.1 All authorised time worked in excess of or outside of the ordinary hours of work prescribed by clause 28 will be overtime and will be paid for in accordance with this clause.
- 31.2 Where the general staff member's ordinary hours of work are fixed, each day's work will stand alone in computing overtime and overtime rates will apply to all time worked in excess of or outside of the fixed hours.
- 31.3 Where the general staff member's daily ordinary hours of work are flexible, the total hours worked in a work cycle as defined in clause 28 will be calculated and overtime rates will apply to all time worked in excess of the ordinary hours of work prescribed for the work cycle.
- 31.4 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight will be deemed to have been performed on the day the overtime commenced.
- 31.5 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime will be deemed to have been worked on the day for which the higher rate is payable.
- 31.6 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 31.7 A general staff member in receipt of a salary in excess of HEW 7 will not be eligible to receive payment for overtime but will be allowed time off work equivalent to the period of overtime worked.
- 31.8 The salary of a general staff member for the purposes of computation of overtime will not include shift work allowances or casual loading but will include higher duties allowance and any other allowance in the nature of salary.
- 31.9 Payment for overtime calculated for any period in accordance with the provisions of this clause will not be subject to any limitation in amount within a work cycle as defined in clause 28.
- 31.10 Subject to clause 31.11 the following rates will apply in respect of overtime:
- 31.10.1 Other than shift general staff members:
- a) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter;
 - b) for overtime worked on a Sunday - ordinary rate plus 100%;
 - c) for overtime worked on a University holiday - ordinary rate plus 150%.
- 31.10.2 Shift general staff members:
- a) on any day except on a University holiday - ordinary rate plus 100%;
 - b) on a University holiday - ordinary rate plus 150%.
- 31.11 A general staff member in receipt of a salary not exceeding that prescribed for the top increment of HEW 7 may, by mutual agreement between the staff member and the University reached prior to

the overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as is prescribed in clause 31.10, for payment for overtime worked.

General staff member recalled to duty

31.12 A general staff member required to work overtime which is not continuous with ordinary duty will receive a minimum three hours payment in respect of that overtime notwithstanding that the period of duty may be less than three hours.

31.13 Where more than one overtime attendance is involved the minimum payment provision will not operate to increase the overtime payment beyond that which would have been payable had the general staff member remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.

Rest relief after overtime

31.14 A general staff member required to work so much overtime that there is not a break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty, will be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release will be without any loss of pay for scheduled ordinary duty occurring during such absence.

31.15 A general staff member required by the University to resume or continue work without having at least 10 consecutive hours plus reasonable travelling time off duty will be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and release will be without loss of pay for any scheduled ordinary duty occurring during such absence.

31.16 For the purpose of this clause, reasonable travelling time will mean the period of time normally required to travel from the place of residence of the general staff member to the University and back.

32 Shiftwork - General Staff

32.1 This clause will not apply to a general staff member whose salary exceeds that prescribed for the top increment of HEW 7.

32.2 For the purpose of this clause:

- a) "Day Shift" means any shift starting at or after 6am and finishing at or before 7pm.
- b) "Afternoon Shift" means any shift finishing after 7pm and at or before midnight.
- c) "Night Shift" means any shift finishing after midnight and at or before 7am.
- d) "Ordinary Shift" means any shift on which a shift general staff member is rostered for work within the ordinary hours of work of the staff member and according to the relevant roster cycle;
- e) "Overtime Shift" means any shift worked by a shift general staff member in excess of five shifts per week;

- f) "Relevant Roster Cycle" means a sequence of shifts in a roster to be worked by a shift general staff member in the ordinary working hours of the staff member and arranged so as to form a recurring cycle of five days on shift and two days off shift per week.
- g) "Rostered Shift" and "Shift" means a continuous period of work during which a shift general staff member is rostered for work.
- h) "Week" means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.

32.3 Except as provided in clause 32.4 a shift general staff member working an afternoon or night shift will, for any ordinary hours of work worked on Monday to Friday inclusive, be paid the ordinary rate of pay plus 15%.

32.4 A shift general staff member required to work an ordinary shift on a Saturday, Sunday or University holiday will be paid the staff member's ordinary rate of pay plus:

- a) On a Saturday - 50%;
- b) On a Sunday – 100%;
- c) On a University holiday - 150%.

32.5 A shift general staff member whose rostered day off duty falls on a University holiday will be given one day's leave in lieu of the holiday.

32.6 A shift general staff member who without 72 hours notice is:

- a) transferred from day work to shift work;
- b) transferred from one shift roster to another shift roster;
- c) transferred to an unrostered shift; or
- d) transferred to another shift within the roster,

will be paid an additional allowance of 50% of the ordinary rate of pay of the staff member for any day, afternoon or night shift to which the staff member is transferred and which occurs before the expiry of 72 hours notice of the transfer. The allowance provided under this clause will be paid in lieu of the allowance provided under clause 32.3.

32.7 Shift rosters will be arranged so that shifts are rotated on a weekly basis unless:

- a) agreed between a shift general staff member and the University; or
- b) otherwise specified in a shift general staff member's instrument of appointment.

32.8 A shift general staff member whose ordinary hours of work are performed over seven days a week including Sundays and University holidays will, in addition to the staff member's normal leave entitlement, be granted additional recreation leave as follows:

- a) where the rostered time of the staff member's ordinary hours of work includes at least 10 Sundays - an additional five working days; or
- b) where the rostered time of the staff member's ordinary hours of work includes less than 10 Sundays - additional leave at the rate of half a day in respect of each Sunday so rostered.

32.9 The additional recreation leave set out in clause 32.8 will exclude non-working days and University holidays.

33 Workloads - General Staff

- 33.1 The University is committed to ensuring that a general staff member's workload is fair and reasonable. Workloads will be determined on a fair, transparent and consultative basis taking into consideration the level of appointment and total responsibilities.
- 33.2 The University will take reasonable steps to ensure that a general staff member does not work excessive or unreasonable hours and is not working in excess of any hours of work prescribed by this Agreement.
- 33.3 The allocation and management of a general staff member's workload is the responsibility of the staff member's supervisor, in consultation with the staff member.
- 33.4 Where significant changes in academic work or work practices are proposed, the impact on a general staff member's workload will be discussed with a view to resolving any issues with the affected staff member.
- 33.5 A general staff member who considers that his or her workload is unreasonable may seek a review in the first instance with the staff member's supervisor. If the matter remains unresolved, it will be referred to the staff member's manager who will attempt to resolve the matter. If the matter is still unresolved the matter may be referred for final resolution to a Review Committee prescribed under clause 74 of this Agreement. This clause is not intended to limit the operation of the dispute settling procedure set out in clause 66 of this Agreement.
- 33.6 Where general staff members in a work area have ongoing concerns regarding alleged excessive workloads in the work area, the staff members may request their manager to hold a workload review forum as soon as is practicable to discuss the issues and, where necessary, attempt to prevent and/or resolve any local issues.

34 Academic Work Allocation

- 34.1 Continuing and those fixed term academic staff members employed under the categories in Clause 16.7e), f), h), i) and k) are entitled to participate in an appropriate mix of teaching, research and/or scholarship and service as determined in accordance with this clause. This clause does not apply to research-only academic staff.
- 34.2 The University will ensure that total work allocated to individual staff members is fair and transparent and will take reasonably practicable steps to ensure that staff members:
- a) have sufficient and reasonable time to perform their allocated research and/or scholarship, teaching, and service activities;
 - b) are not required to work excessive or unreasonable hours;
 - c) have a balance of work allocation across the three trimesters that provides opportunities for concentrated research and/or scholarship and avoids excessive workload in any trimester; and
 - d) are able to raise, and have properly considered, legitimate issues relating to their work allocation.

- 34.3 The University will ensure that Heads of School and Academic Supervisors are aware of the above requirements in relation to managing and allocating workloads and that academic staff are advised of the work allocation provisions of this Agreement.

Hours of Work

- 34.4 Work will be allocated within a maximum of 1690 hours per year (over 46 weeks of the year). This assumes that the staff member will take four weeks recreation leave during the year and may vary subject to any leave that is taken by the staff member. The references to percentage allocations in this clause are percentages of the maximum number of hours.
- 34.5 A part-time staff member's work will be allocated on a proportionate basis, and all measures referred to in this clause shall be adjusted appropriately for part time employees.

Work Planning and Allocation

- 34.6 Work allocation for a staff member will be determined by the Head of School or equivalent in consultation with the staff member in accordance with the provisions of this clause.
- 34.7 That allocation will take into consideration the staff member's level of appointment, total responsibilities and career development.
- 34.8 The Head of School or equivalent, in consultation with the staff member, will as soon as practicable plan for the forthcoming year the anticipated:
- a) allocation of research and scholarship, teaching, and service duties; and
 - b) annual recreational leave and other leave.
- 34.9 The process of work allocation for an individual academic staff member will involve the following:

Research and Scholarship

- a) A minimum research work allocation will be determined on the basis of the previous three years research output as described in clause 34.15. This may be varied temporarily where a greater teaching allocation is necessary to address staff turnover or extended absence.
- b) Other factors will be taken into account which may result in an increased research allocation, for example to provide an opportunity to build a research profile, for early career researchers, to assist a return to research after extended leave or where the research performance of an academic area or individual needs to be increased.
- c) A staff member with no research allocation will have a time allocation of no less than 10% to undertake scholarship aimed at consolidating and extending systematized knowledge of their discipline area(s).

Teaching

- a) Teaching work will be allocated up to the maximum set out in the table below. Teaching allocations will be scaled proportionally where a research and scholarship allocation falls between the maximum.

| | | | | | |
|------------------------------|------------|---------|---------|---------|---------|
| Research and Scholarship (%) | 80 or more | 60 | 40 | 20 | 10 - 19 |
| Teaching (cap) (%) | 10 | 20 | 40 | 60 | 70 |
| Service (%) | balance | balance | balance | balance | balance |

- b) Unless otherwise agreed with their Head of School or equivalent, staff members with research allocations will teach in no more than two trimesters each academic year, or up to an equivalent number of teaching weeks spread over the academic year.
- c) A staff member with no research allocation may be allocated a maximum of 70% teaching duties. No more than 20% of the continuing academic workforce shall be in this category.
- d) Unless otherwise agreed with their Head of School or equivalent, staff members with no research allocation will teach in no more than five out of six trimesters, or up to an equivalent number of teaching weeks spread over the academic year.

Service

- a) The balance of work after the allocation of research and teaching will be allocated as self-directed and assigned service work, involving for example internal and external committees, editorial boards and professional bodies.
- b) A staff member who has a formal management or leadership responsibility, such as Associate Head of School, will have the service workload allocation for the formal fraction assigned first. The work allocation process will then be applied to the remaining fraction.

Opportunity to develop research profile

34.10 Any academic staff member may apply to the Pro-Vice Chancellor of his or her Faculty to be provided with a two year opportunity to develop a research profile. If approved, he or she will have his or her work allocation adjusted to allow sufficient time for the staff member to increase their research output by an agreed amount.

Work Allocation Review

34.11 If an individual academic staff member has a concern about their academic work allocation in relation to a matter regulated by this agreement, in the first instance, this should be discussed with the academic staff member's supervisor. Where it is not possible to resolve the concern by this means the academic staff member may appeal to the Pro Vice-Chancellor of his or her Faculty for review. If the matter is not resolved by the Pro Vice-Chancellor of his or her Faculty the staff member may then take their concerns to the Work Allocation Review Committee formed in accordance with the terms of clause 74 of this Agreement.

If these discussions do not resolve these concerns then the Work Allocation Review Committee will provide advice to the Vice-Chancellor. The Vice-Chancellor will consider this advice before making a decision, which will be final.

Academic Work Allocation Models

- 34.12 By 1 March 2014 the University will publish an Academic Work Allocation Model for each faculty, school or academic unit such that each academic staff member is covered by one work allocation model. These Academic Work Allocation Models will have effect from Trimester 1, 2014. An Academic Work Allocation Model may be altered, following consultation with affected staff and the NTEU, with the changes taking effect from Trimester 1 the following academic year.
- 34.13 Academic Work Allocation Models must include an allocation of hours to each work element, other than self-directed work, representing a fair and sufficient estimate of the average time that a competent academic staff member covered by the model should take to perform that work at a professional standard. An academic staff member will be advised of their work allocation by the end of the academic year in the year prior to which the work allocation relates.
- 34.14 Academic Work Allocation Models will address the following work elements:

Research and Scholarship

- 34.15 Research work allocations for an individual staff member will be set pursuant to clause 34.9 a) and b) with reference to an approved discipline-specific table or formula. This will be benchmarked to research outputs in the discipline area elsewhere in the Australian Higher Education sector in consultation with academic staff in the discipline area at the University. Expected research outputs will be reasonable and appropriate for the level of appointment of the staff member.
- 34.16 The range of activities encompassed in the research allocation may include but are not limited to those listed below. These activities are largely self-directed and do not individually require the allocation of a specific number of hours.
- a) Conducting research and preparation of results for Higher Education Research Data Collection (HERDC) - recognised publications
 - b) Application of research expertise and outcomes in the translation of knowledge for community, state and national benefit including the writing and publishing of research reports
 - c) Creative practice, including performance
 - d) Presenting research papers at national and international conferences
 - e) Writing and submitting internal and external funding bids and grant applications
 - f) Undertaking and managing research projects and programs
 - g) Writing and submitting grant applications
 - h) Participating in research administration
 - i) HDR supervision and coordination
 - j) Mentoring of junior academic staff
 - k) Application of scholarly and research expertise to innovation and invention, with appropriate involvement in the commercialisation of outcomes
 - l) Professional development activities relevant to research
 - m) Scholarship activities aimed at consolidating and extending systematized knowledge of a staff member's discipline area.

Teaching:

- 34.17 Teaching work allocations will be set on the basis of hours assigned to individual elements of teaching and teaching-related activity.
- 34.18 Teaching activities vary across schools and academic groups and may include but are not limited to:
- a) Preparation of teaching materials for face to face, online and all other modes of delivery
 - b) Delivery of lectures and tutorials face to face, online and in all other modes
 - c) Delivery of laboratory classes, practicums, studio, performance and clinical sessions
 - d) Community-based teaching
 - e) Supervision of honours and postgraduate projects
 - f) Supervision of undergraduate coursework projects
 - g) Preparing, marking and moderation of student assessment
 - h) Student consultation related to learning by whatever mode
 - i) Unit and course co-ordination and administration
 - j) Travel between campuses or to other locations for the purposes of teaching related duties (where performed regularly or frequently)
 - k) Travel time associated with delivery at international off-shore locations (up to a maximum of seven hours per day)
 - l) Professional development activities relevant to teaching
 - m) Any other duties which manifestly constitute teaching.

Service:

- 34.19 Service work allocations, other than self-directed service work, will be set on the basis of hours assigned to individual elements of service activity.
- 34.20 Service activities will relate to the core business of the University, and may include activities identified in the strategic or operational plans. Internal and external activities may include but are not limited to:
- a) Formal management and leadership duties within the School, Faculty or University such as Associate Head of School, Unit Chair, membership of, or chairing, School, Faculty or University committees
 - b) Activities related to the design, approval, review or accreditation of units, courses or programs
 - c) Developing, organising or co-ordinating professional fieldwork, practicums, clinical placements, or work integrated learning
 - d) Attendance at University open days and School and Faculty days
 - e) Student recruitment and selection including school visits and HDR student recruitment
 - f) Commercial projects and consultancies (other than approved outside work)
 - g) Professional practice and contributions, agreed in advance with the supervisor, which should take account of ERA esteem factors. These include membership of the board or executive of professional associations, conference chairs and editing of journals
 - h) Public profile raising such as media activities
 - i) Community engagement, agreed in advance with the supervisor
 - j) Professional development activities relevant to service
 - k) Other approved projects and activities undertaken in consultation with the staff member's supervisor
 - l) Administration duties not covered elsewhere.

35 Staff Relocations

- 35.1 If the University requires a staff member to transfer between a metropolitan campus and a non-metropolitan campus or between campuses in Geelong and Warrnambool for work-related reasons, which transfer requires the staff member to change his or her place of residence, the staff member will be entitled to reimbursement of reasonable relocation expenses in accordance with current University policy. The staff member will also be entitled to up to two days' paid leave to enable the staff member to relocate to the new residence.
- 35.2 If a staff member is required to perform all or the major part of his or her duties at a campus or other premises of the University other than at the staff member's previous place of work with the University and the staff member elects, for whatever reason, to relocate to a residence closer to the campus or other premises, the staff member will be entitled to up to two days' paid leave to enable the staff member to relocate to the new residence.

36 Travel between Campuses

- 36.1 A staff member attached to a designated campus will not be assigned unreasonable responsibilities at another campus. However, the staff member may be required to travel from time to time to and from campuses to meet work requirements.
- 36.2 Where travel referred to in clause 36.1 is necessary, a University vehicle will be provided whenever possible or the University may authorise the use of the staff member's own vehicle. If the staff member uses his or her own vehicle for this travel, the rate of payment per kilometre will be calculated in accordance with clause 58.
- 36.3 For a general staff member, time spent travelling between campuses on University business will count as time worked, provided that the travel is completed within 24 hours before or after the start or completion of the relevant work. Travel outside this 24 hour time span will be regarded as private travel and will not count as time worked nor entitle the staff member any conditions of employment. Travel time within work hours will be calculated on the basis of the period of travel by the staff member in excess of the normal time spent travelling to and from the staff member's place of work and home.

37 Purchased Leave

- 37.1 All continuing staff members and staff members on a fixed term appointment greater than 12 months may make a request to purchase additional leave in a 12 month period. Leave may be purchased for one, two, three, or four weeks. The University will make reasonable endeavours to accommodate any such request, subject to operational requirements.
- 37.2 Purchased leave must be taken within a specified 12 month period, and will not attract annual leave loading. Staff members will apply to take the additional purchased leave in the same way as recreational leave and will be subject to the needs of the work unit.
- 37.3 Purchased leave will count as continuous service for all purposes.
- 37.4 Purchased leave will be funded by a reduction in the staff member's ordinary rate of pay.

37.5 Purchased leave is subject to the following provisions:

- a) purchased leave cannot be accrued and will be refunded where it has not been taken in the specified 12 month period;
- b) other paid leave taken during the specified 12 month purchased leave period (i.e. personal leave, recreation leave, long service leave, etc.) will accrue and be paid at the purchased leave rate of pay;
- c) the University will maintain superannuation contributions for the staff member based on their Salary and the staff member will also maintain their superannuation contributions based on their Salary.
- d) leave accrued before the specified 12 month period will be retained at the rate already accrued;
- e) Purchased Leave Rate of Pay will be the salary applicable for all other purposes including allowances.
- f) personal leave cannot be taken during a period of purchased leave;
- g) Higher Duties Allowance will not be paid during a period of purchased leave;
- h) at the conclusion of the specified 12 month period the Staff Member will revert to their Salary unless a further application under this clause is made.

38 Parental Leave

38.1 A staff member with at least 12 months service will be entitled to 52 weeks of parental leave if the staff member has, or will have, responsibility for the care of the child during the parental leave. Parental leave means a staff member's entitlement to:

- a) leave related to the birth of a child of the staff member or the staff member's spouse or de facto partner (birth-related leave); or
- b) leave related to the placement of a child with the staff member for adoption (adoption-related leave).

38.2 Any period of paid parental leave under this clause is included and not in addition to the 52 week period of leave in clause 38.1. Staff member must take any period of paid parental leave they are entitled to under this clause before the staff member takes any other entitlement to paid leave under this Agreement.

38.3 A staff member may have an entitlement to return to work leave to be used by a staff member to facilitate return to work after a period of birth-related or adoption-related leave, and will include:

- a) a graduated return to work arrangement, the terms of which are to be agreed between the staff member and his or her supervisor; and/or
- b) agreed study leave, conference leave or some other identified staff development initiative identified in the staff member's PPR, provided that the provision of this entitlement does not result in the University incurring a Fringe Benefits Tax liability.

38.4 The entitlement to paid birth-related leave or adoption related leave, including return to work leave, is granted subject to the staff member who takes a period of birth-related leave or adoption-related leave:

- a) taking all recreation leave accrued in excess of 20 days and long service leave accrued in excess of 12 weeks before the staff member returns to work; and
- b) undertaking to return to work for a period of at least 12 months.

38.5 Unless the requirement to comply with the undertaking given by the staff member under sub-clause 38.4b) is waived by the Vice-Chancellor, if the staff member does not comply with the undertaking, the staff member who received paid birth-related leave or the adoption-related leave under clauses 38.7 to 38.10 and return to work leave under clause 38.3 will be required to repay the monetary equivalent of the leave granted or have the amount deducted from any termination payments due to the staff member.

38.6 A casual staff member will not be entitled to paid parental leave under this clause and will only be entitled to unpaid parental leave under this clause if the staff member:

- a) has been employed by the University on a regular and systematic basis for a sequence of periods of employment of at least 12 months; and
- b) but for the birth or placement of the child, the staff member would have a reasonable expectation of continuing employment by the University on a regular and systematic basis.

38.7 Birth-related Leave

A pregnant staff member will be entitled to 52 weeks unpaid parental leave. A pregnant staff member’s entitlement to paid birth-related leave is included in the 52 weeks and is according to the following table, where service is taken from the later of the expected or actual date of birth:

| Service of Staff Member | Leave Entitlement |
|---|---|
| Less than 12 months service | one week paid birth-related leave per completed month of service. |
| More than 12 months service and less than two years service | 12 weeks' paid birth-related leave on full pay or 24 weeks' paid birth-related leave on half pay two weeks' paid return to work leave on full pay under clause 38.3 any excess leave to be taken under clause 38.4. |
| More than more than two years service | 22 weeks' paid birth-related leave on full pay or 44 weeks' paid birth-related leave on half pay 4 weeks' paid return to work leave on full pay under clause 38.3 any excess leave to be taken under clause 38.4. |

38.8 A pregnant staff member will commence the birth related leave within 20 weeks before the expected date of birth to 52 weeks after the staff member starts the period of leave. However, the entitlement to birth-related leave taken by a pregnant staff member must not start any later than the date of birth of the child.

38.9 The Vice-Chancellor may direct a staff member to commence birth-related leave at any time within 6 weeks before the expected date of birth, provided that:

- a) at least 10 working days' written notice of the direction is given to the staff member;
- b) the staff member will be entitled to remain at work if the staff member provides, within the 10 working days notice period, a certificate from a medical practitioner stating that she is fit to work.

Adoption-related leave

38.10 A staff member who has been employed by the University for a continuous period of at least 12 months and who submits satisfactory evidence of being an approved applicant for the adoption of a child, is entitled to up to 52 weeks' unpaid adoption-related leave, starting from the date of placement of the child with the staff member. The staff member will not be entitled to adoption-related leave if the child has, or will have lived continuously for a period of 6 months or more with the staff member as at the day of placement, or the child is or will be 16 years old or older as at the day of placement or the child is a child or stepchild of the staff member or the spouse or de facto partner of the staff member.

Adoption Related Leave is according to the following table:

| Eligibility for Leave | Adoption Related Leave |
|---|---|
| Where a staff member is eligible for adoption-related leave and: the adoptive child is younger than 12 months; and the staff member has more than 12 months and less than two years service. | 16 weeks paid adoption related leave or 32 weeks on half pay. The period of paid leave is included in the period of 52 weeks' leave referred to in clause 38.1. two weeks' paid return to work leave on full pay under clause 38.3 any excess leave to be taken under clause 38.4. |
| Where a staff member is eligible for adoption-related leave and: the adoptive child is younger than 12 months; and the staff member has more than two years service. | 16 weeks paid adoption related leave or 32 weeks on half pay. The period of paid leave is included in the period of 52 weeks' leave referred to in clause 38.1. four weeks' paid return to work leave on full pay under clause 38.3 any excess leave to be taken under clause 38.4. |
| Where a staff member is eligible for adoption-related leave and: the adoptive child is aged between 12 months and five years; and the staff member has more than 12 months and less than two years service. | 12 weeks paid adoption related leave or 24 weeks on half pay. The period of paid leave is included in the period of 52 weeks' leave referred to in clause 38.1. two weeks' paid return to work leave on full pay under clause 38.3 any excess leave to be taken under clause 38.4. |
| Where a staff member is eligible for adoption-related leave and: | 12 weeks paid adoption related leave or 24 weeks on half pay. The period of paid leave is included in the period of 52 weeks' leave referred to in clause 38.1. |

| Eligibility for Leave | Adoption Related Leave |
|--|---|
| <p>the adoptive child is aged between 12 months and five years; and</p> <p>the staff member has more than two years service.</p> | <p>four weeks' paid return to work leave on full pay under clause 38.3</p> <p>any excess leave to be taken under clause 38.4.</p> |

38.11 Appropriate certificates relating to the adoption of the child and, where appropriate, the staff member's legal responsibility must be produced, if required by the University.

Paid partner leave

38.12 The entitlement to 52 weeks' birth-related leave in sub-clause 38.1 for the spouse or de facto partner of a person who is pregnant will include 10 days paid partner leave, which may be taken concurrently with paid birth-related leave. The entitlement to paid partner leave must be taken within a period of three months after the date of birth of the child.

38.13 The entitlement to 52 weeks' birth-related leave in clause 38.1 for the spouse or de facto partner of a person who is entitled to leave related to the placement of a child with the staff member for adoption will include 10 days paid partner leave, which may be taken concurrently with paid adoption-related leave. The entitlement to paid partner leave must be taken within a period of three months after the date of birth of the child.

Extending the period of birth-related and adoption-related leave

38.14 A staff member may request a further period of unpaid birth-related or adoption-related leave of up to 52 weeks. The further period of leave can be taken by the staff member to care for a child at any time up to when the child reaches five years of age.

38.15 A request for a further period of leave under clause 38.14 must be made at least three months in advance of the planned commencement of the leave. The University will consider the request, taking into consideration the operational needs of the staff member's work area before deciding whether to grant or refuse the request.

38.16 A staff member may apply for a further extension of up to another 26 weeks of unpaid birth related leave beyond the 52 weeks absence referred to in clause 38.14 above.

38.17 Applications for any such extension in accordance with clause 38.16 must be made at least three months prior to the expiration of the period of unpaid birth related leave, and will be assessed taking into account any special circumstances that may apply as well as taking into consideration the operational needs of the staff member's work area. If any such extension is granted, the University and the staff member will negotiate arrangements for return to work and the provisions in clause 38.3 of this Agreement will not apply.

38.18 The University will provide a written response to the staff member's requests under clause 38.15 and 38.17 within 21 days after the request is made stating whether the request is refused or granted. If the University refuses the request, it must include details of the reasons for the refusal.

38.19 A staff member will be entitled to the additional periods of leave set out in clause 38.14 and 38.16 only if the staff member has, or will have, responsibility for the care of the child.

General conditions for parental leave

38.20 The separate periods of parental leave that may be taken by a staff member under clause 38.1, 38.14 or 38.16 must be taken in a single, continuous period.

38.21 A staff member must provide at least four weeks' written notice to her or his supervisor of the date on which she or he proposes to start parental leave and the period of leave to be taken. The Vice-Chancellor may waive the requirement for notice in special circumstances.

38.22 A staff member must confirm her or his intention to return to work from parental leave by providing at least four weeks' written notice to her or his supervisor prior to the expiration of her or his absence from work.

38.23 A staff member's entitlement to parental leave (i.e. birth related or adoption related leave), including paid leave, will be reduced by any period of parental leave taken by the staff member's spouse or de facto partner if they are employed by the University. The entitlement to parental leave will not be reduced by Paid Partner Leave taken under clause 38.12 or 38.13.

38.24 The University's and any staff member's contributions to superannuation will continue during any period of paid parental leave under this clause.

38.25 Normal incremental advancement within salary classifications will continue during any period of leave under this clause.

38.26 A staff member employed for a period of fixed-term employment which expires during a period of leave under this clause will not be eligible for further parental leave (paid or unpaid) after the date the period of fixed-term employment comes to an end, unless she or he is re-employed on a continuing basis or on a further period of fixed-term employment.

38.27 Whilst a staff member is absent from work on parental leave, relevant University information, such as newsletters and minutes of meetings, may be sent by their local work area to the staff member's home address if requested by the staff member.

38.28 Any paid leave entitlement under this clause will be paid on a proportionate fractional basis for part-time staff members.

38.29 Any periods of unpaid leave under this clause will not constitute a break in the staff member's continuity of service with the University.

38.30 On the ending of any period of leave under this clause, the staff member will be entitled to resume work at her or his substantive classification and salary, with duties commensurate with her or his qualifications and experience and, as far as practicable, similar to those performed by the staff member prior to the taking of the leave. A staff member may negotiate with their supervisor a return to work from a period of leave under this clause at an earlier time than originally approved.

38.31 A staff member entitled to parental leave under this Agreement may request to return to work from a period of parental leave on a part-time basis until the child reaches school age to assist the staff member in reconciling work and parental responsibilities.

38.32 The University will consider the request under clause 38.32 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 business grounds related to the effect on the workplace or the operational requirements of the University's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of services.

39 Personal Leave

39.1 A staff member, except for a casual staff member, will be entitled to the leave entitlements outlined in this clause as paid leave, unless otherwise stated. Entitlements to paid leave for a part-time staff member will be calculated on a pro-rata basis by reference to the part-time staff member's ordinary hours of work.

Blood Donor Leave

39.2 A staff member will be entitled to paid blood donor leave for up to one visit per calendar month at a time to be mutually agreed with the supervisor.

Jury Service

39.3 A staff member who is required to attend a court or tribunal for any of the following reasons will be entitled to be absent from work on full pay for the ordinary hours of work the staff member would have otherwise worked for the duration of the attendance. Any fee paid to the staff member for the attendance will not be deducted from the payment made to the staff member under this clause.

- a) Jury service;
- b) Subpoenaed to attend as a crown witness;
- c) Subpoenaed to give evidence on a matter that directly relates to his or her employment; or
- d) Summoned to appear in proceedings under the *Fair Work Act 2009* or regulations made under this Act.

39.4 The absence for which the staff member is entitled to receive a payment under clause 39.3 will only be the time that the staff member is absent from work. Where a staff member who is on long service leave or recreation leave is required to attend a court or tribunal for any of the reasons set out in clause 39.3, the staff member will be entitled to receive the payment set out in clause 39.3 and the period of the leave the staff member is required to attend court or a tribunal for that reason will be re-credited to the staff member's leave balance.

Defence Force Leave

39.5 A staff member who is a member of the Australian Defence Reserve Forces will be entitled to leave on full pay for the purpose of attending an annual training camp of 14 days duration or, where the commanding officer of the relevant service unit certifies that the annual training camp exceeds 14 days, of up to 18 days duration.

Such leave will be for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Australian Defence Reserve Forces, provided that the amount paid will be the amount the staff member would have received had the staff member remained on duty at the University, less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.

Compassionate Leave

- 39.6 Paid compassionate leave of up to three working days will be granted to a staff member for each occasion of the death or serious illness of a member of the staff member's immediate family or household. Paid compassionate leave will also be granted for each occasion of the death or serious illness of a relative of the staff member who has taken the place of a parent of the staff member or is a relative residing with the staff member.

Leave will be granted upon the staff member providing a medical certificate, funeral notice or statutory declaration as evidence. The Vice-Chancellor may grant further paid leave, due to special circumstances, such as a delayed funeral or the need for the staff member to undertake extensive travel related to the death or serious illness. A casual staff member will be entitled to two days of unpaid compassionate leave for the same reasons, subject to the casual staff member complying with the conditions set out in this clause.

Emergency Services Leave

- 39.7 A staff member who is a member of any voluntary organisation called upon by a government or a competent authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance (including auxiliary operations) will be entitled to leave on full pay for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the voluntary organisation or other recognised authority. A staff member who responds to an appeal for volunteers to meet a declared bushfire or other emergency will be entitled to leave on full pay for the duration of the operations.

Sporting Leave

- 39.8 A staff member will be entitled to leave of absence for the purpose of participating as a competitor or accredited official in interstate, national or international sporting competitions or in Country Week sports provided that at least 10 working days' written notice is provided to the Vice-Chancellor by the staff member. The staff member will provide documentary evidence of selection as a competitor or accreditation as an official and the leave will be granted for participation in Country Week sports only when the Vice-Chancellor is satisfied that the University can function satisfactorily in the staff member's absence. The entitlement to leave of absence will be:
- a) on full pay only for participation in the Olympic Games and the Commonwealth Games. In all other cases, unless the Vice-Chancellor otherwise determines, leave will be unpaid;
 - b) the period of leave granted will be for the period of actual competition together with reasonable travel time to and from the venue where the competition will be conducted; and
 - c) subject to the discretion of the Vice-Chancellor to approve further leave, the period of leave granted to a staff member will not in any year of service exceed four weeks' in the aggregate.

Special Leave

39.9 The Vice-Chancellor may grant a staff member other paid or unpaid personal leave where the staff member is experiencing difficult personal circumstances.

Situations of domestic or family violence

39.10 The University recognises that some of its staff may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work. The University is committed to providing support to staff that experience domestic or family violence. A staff member who is a victim of domestic or family violence is entitled to paid special leave under clause 39.9 and may use existing leave entitlements to attend to personal matters arising from the domestic or family violence.

Proof of domestic or family violence may be required by the University. This can be in the form of a document issued by the police service, a court, a medical practitioner, community or government agency, or a counselling professional and/or a statutory declaration from the staff member. The University will develop and implement policies and procedures in consultation with the NTEU by 1 July 2014 to support staff members who are experiencing family violence.

Ceremonial Leave

39.11 A staff member who identifies as a member of an Aboriginal or Torres Strait Islander community is entitled to a reasonable period of ceremonial leave as determined by her or his supervisor. Eligible staff members are entitled to five days paid leave per annum. The entitlement to paid leave under this clause does not accumulate from year to year and any untaken leave in a particular year will not be paid out on the termination of the staff member's employment.

Additional Leave

39.12 In addition to the entitlements to personal leave set out in clauses 39.1 to 39.10, the following table sets out the minimum, non-discretionary entitlement to personal leave.

| Purpose | Application | Leave Entitlement |
|---|---|---|
| Court or tribunal appearances. | To appear in court or tribunal for a reason other than those set out in sub-clauses 39.3 or 39.10. | Unpaid Leave. |
| Leave for religious purposes | For the observance of religious occasions provided satisfactory evidence is submitted. | Up to three days' unpaid leave in a calendar year. |
| Leave to accompany a spouse or de facto partner in travel | For general staff when spouse or de facto partner is employed by the University and the travel is required for work purposes. | Accrued recreation and long service leave entitlements and unpaid leave if these accrued entitlements have been exhausted during the period of absence. |
| Leave to contest elections. | For the period between close of nominations and declaration of the ballot at parliamentary elections. | Unpaid leave for all of the period with the ability to use accrued recreation or long service leave entitlements. |

40 Sick Leave

- 40.1 A staff member, except for a casual staff member, may take sick leave because of a personal illness or injury.
- 40.2 A staff member will be entitled to 15 working days' sick leave on full pay for each completed year of service. The leave accrues on a pro rata basis according to the staff member's ordinary hours of work. The staff member's annual entitlement to sick leave will be credited in advance on the anniversary of the date the staff member commenced employment provided that, in the first year of employment:
- a) a staff member appointed on a continuing basis or for a period of fixed-term employment for a period of 24 months or more will be credited, on commencement of employment, with 30 days' sick leave to cover the staff member's entitlement for the first two years of his or her service;
 - b) a staff member appointed for a period of fixed-term employment for a period less than 24 months will be credited on commencement of employment with the amount of leave that would accrue during the period of the fixed term.
- 40.3 Accrued but untaken sick leave will accumulate from year to year, but will not be paid out on the termination of the staff member's employment.
- 40.4 The staff member's accrued entitlement to sick leave will be transferable between Australian Higher Education Institutions and will be transferable from other employers approved for the purpose of determining long service leave entitlements under clause 44.3, provided that the transferred entitlement will only be recognised where any break in service between the end of employment with an approved employer and start of employment with the University does not exceed 12 months.
- 40.5 Where a University holiday falls during a period when a staff member is absent from work on sick leave, no deduction will be made for that day from the staff member's accrued entitlement to sick leave.
- 40.6 The staff member must, if it is practicable to do so, give his or her supervisor notice prior to the absence of the intention to take sick leave and the estimated length of absence. If the staff member has not been able to give prior notice of the absence, the staff member must notify his or her supervisor by telephone of such absence within an hour of the staff member's normal starting time on the day of absence. If it is not reasonably practicable for the staff member to provide this notice, the staff member must notify his or her supervisor as soon as he or she reasonably can.
- 40.7 If a staff member's absence from work on sick leave forms part or all of a period of absence in excess of three days (which period may include weekends and University holidays) or a period of absence in excess of six aggregate working days in any year of service, the staff member will provide proof of his or her illness or injury to the University. A certificate from a registered medical practitioner, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath or clinical or counselling psychologist will be accepted as proof of the staff member's illness or injury. A statutory declaration may be accepted as proof of the staff member's illness or injury, but not for projected leave periods. In the absence of such proof, the period of absence from work will be unpaid or, at the request of the staff member, will be deducted from the staff member's accrued recreation leave credits.

- 40.8 A staff member who contracts an infectious disease classified as notifiable to the Victorian Department of Human Services or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, will be granted isolation leave on full pay for the period that the staff member is required to be absent from work. The paid absence will not be deducted from the staff member's accrued sick leave credits.
- 40.9 A staff member will be entitled to special repatriation leave for illnesses arising from disabilities certified by the Department of Veterans' Affairs as having directly resulted from the staff member's war service. The leave will be granted on full pay for up to 15 days for each completed year of service and will not be deducted from the staff member's accrued sick leave credits. The leave will accumulate from year to year if not taken provided that the total of the accumulated leave will not, at any time, exceed 100 days.

41 Carer's Leave

- 41.1 A staff member may utilise his or her accrued but untaken sick leave entitlement to take carer's leave to provide care or support to a member of his or her immediate family or household who requires the staff member's care and support because of a personal illness, injury or unexpected emergency affecting the member.
- 41.2 A staff member must provide a medical certificate as evidence of the need for the staff member to be absent from work on carer's leave if the absence exceeds three consecutive days or when absences of less than three days exceed a maximum of five days in any year of service.
- 41.3 The staff member must, if it is practicable to do so, give his or her supervisor notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and that person's relationship to the staff member, the reasons for taking such leave and the estimated length of absence. If the staff member has not been able to give prior notice of the absence, the staff member must notify his or her supervisor by telephone of such absence within an hour of the staff member's normal starting time on the day of absence. If it is not reasonably practicable for the staff member to provide this notice, the staff member must notify his or her supervisor as soon as he or she reasonably can.
- 41.4 A staff member may elect, with the consent of the University, to take unpaid leave for the purpose of providing care to a family member who is ill.
- 41.5 A staff member who has exhausted his or her accrued entitlement to paid sick leave may take up to two days' unpaid carer's leave for each occasion to provide care or support to a member of his or her immediate family or household who requires the staff member's care and support because of a personal illness, injury or unexpected emergency affecting the member. A casual staff member may also take up to two days' unpaid carer's leave for the same reasons, subject to the staff member complying with the evidence and notice requirements set out in clauses 41.2 and 41.3.

42 Arbitration Leave

- 42.1 Leave of absence will be granted to a staff member affected by any relevant proceedings under the *Fair Work Act 2009* or the regulations made under that Act on the following conditions:
- a) leave of absence will not be granted to more than two affected staff members at any one time in respect of any one such proceeding;

- b) leave of absence for conduct of a case will be on full pay;
- c) leave of absence for preparation of a case will be unpaid and will not exceed three months in any twelve month period.

43 Leave to Count as Service

43.1 The following periods will count as service in determining the entitlements of a staff member to leave and for all other service related entitlements:

- a) any period of paid leave, with long service leave taken on half pay counting as normal service;
- b) any period of sick leave without pay not exceeding, in the aggregate, 20 working days in any year of service;
- c) any period of parental leave taken by a female staff member who is pregnant not exceeding 26 weeks (with the exception of any period of unpaid maternity leave in excess of 26 weeks);
- d) any period of adoption-related leave not exceeding 26 weeks;
- e) any period of unpaid leave for the purpose of contesting elections to federal or State Parliament;
- f) any period of unpaid arbitration leave;
- g) any other period of unpaid leave, whether continuous or in the aggregate, not exceeding 20 working days in any year of service; and
- h) any period of workers compensation leave not exceeding 52 weeks

43.2 Where the period of service of a staff member is not continuous, the aggregate period of service of the staff member, including service recognised from previous employers subject to clause 44.3, will count as service for the purpose of determining the staff member's entitlement to long service leave.

44 Long Service Leave

44.1 A staff member will be entitled to 9.1 weeks of long service leave after seven years of continuous service. The staff member's entitlement will accrue at the rate of 1.3 weeks for every additional year of continuous service after that. Clauses 44.15 apply to the calculation of a casual staff member's entitlement to long service leave. A staff member is entitled to take the long service leave on full pay, provided that the staff member may elect to convert all or part of his or her entitlement to double the period by taking leave on half pay.

44.2 For the purpose of determining a staff member's entitlements to long service leave, any period of service for which payment in lieu of long service leave has been made by a previous employer listed in clause 44.3 or for which a staff member has an entitlement to payment in lieu by that previous employer will not count as service, provided that any such period of service will be included for the purpose of satisfying the requirement in clause 44.1 that a minimum of seven years be served before long service leave may be taken.

44.3 For all staff members employed after the date this Agreement comes into operation, only prior service with the following organisations will be recognised for the purposes of calculating the staff member's entitlement to long service leave:

- a) Australian universities and the Australian Maritime College provided that any break in service between the staff member's employment with one of these organisations and the University does not exceed five years;
- b) Australian Technical and Further Education organisations and any state or federal departments of education provided that any break in service between the staff member's employment with one of these organisations and the University does not exceed twelve months; and
- c) public hospitals, but only for an academic staff member employed by the University in the School of Nursing and Midwifery or the School of Medicine, provided that a staff member's previous employment was directly related to the requirements of his or her appointment, and any break in service between the staff member's employment with a public hospital and the University does not exceed twelve months.

44.4 A staff member must make any claim for recognition of prior service with one of the organisations referred to in clause 44.3 within six months of the date of the staff member's appointment. The amount of service with previous employers recognised for long service leave purposes will not exceed seven years and no accrued entitlements of leave will be accepted from any prior employer.

44.5 For the purpose of calculating a staff member's entitlement to long service leave, breaks of service of up to six months between periods of fixed-term employment will not break the continuity of service of a staff member who has been employed by the University for previous periods of fixed-term employment, but the period of the break in service will not count as service for long service leave purposes.

44.6 Where service with another employer is recognised for long service leave purposes under clause 44.3, the Vice-Chancellor may require that a period of service with the University no greater than three years be completed before a staff member is eligible to take long service leave.

44.7 Subject to clauses 44.8 and 44.9, a staff member may take all or part of his or her accrued long service leave entitlement for a continuous period, provided that a minimum continuous period of one month on full pay or two months on half pay will be taken at any one time.

Taking of Long Service Leave

44.8 Where a staff member has accrued an entitlement to take long service leave under clause 44.1, the staff member's supervisor will consult with the staff member about agreeing to mutually acceptable dates when the long service leave must be taken, which dates will be within the five year period from when the entitlement accrued. The leave dates will be agreed, having regard to the preferred dates of the staff member and the reasonable operational needs of the University. Where a staff member gives at least six months' notice of his or her intention to take leave the request will, under normal circumstances, be accommodated.

44.9 Where a staff member has accrued an entitlement to long service leave in excess of 15 weeks, the staff member may be directed in writing by the Executive Director, Human Resources Division to take at least nine weeks' leave. The leave dates will have regard to the preferred dates of the staff member, but if no agreement can be reached on this matter, the supervisor may specify the dates the leave will be taken. The staff member will be then be regarded as being on leave for such period and the staff member's accrued entitlement to long service leave will be reduced accordingly.

- 44.10 If a staff member becomes ill for two or more consecutive days while he or she is absent from work on long service leave and the staff member has an accrued, but untaken, entitlement to sick leave, the staff member will be entitled to take paid sick leave. The staff member's entitlement to long service leave will be re-credited for the number of days the staff member is on paid sick leave. For this clause to apply, the staff member must provide a certificate from a registered medical practitioner or a statutory declaration for the period of the illness.
- 44.11 Where a University holiday occurs during the period that a staff member is absent from work on long service leave, no deduction will be made for that day from the staff member's accrued long service leave entitlement.
- 44.12 A staff member will be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:
- a) the staff member's employment at the University terminates after seven years or more service, including recognised service with another employer; or
 - b) after four years of service at the University, the staff member retires on the grounds of age or ill-health or the staff member dies.
- 44.13 Where payment is made in lieu of long service leave, the amount of the payment will be calculated on a daily basis equivalent to 1.3 weeks' leave per year of service.
- 44.14 If a staff member uses all or part of his or her accrued entitlement to long service leave in accordance with the leave to contest election provisions in clause 39.12, no notice of intention to use his or her accrued entitlement to long service leave will be required from the staff member and the requirement for a minimum period of long service leave to be taken as per clause 44.7 of this Agreement will not apply.

Casual staff members

- 44.15 With effect from 8 March 2010, a casual staff member who has had seven or more years of continuous service (including during this period any other type of employment referred to in this Agreement) will be entitled to long service leave calculated on the staff member's average service fraction. Prior employment with other employers will not count towards the calculation of the staff member's entitlement. For long service leave purposes, casual employment with the University is regarded as continuous if there is no more than an absence of 20 weeks between each instance of employment in the period.

Previous casual service

- 44.16 Staff members (who are not casual staff members) will only be entitled to recognition of any prior casual service if that service is continuous (as defined in clause 44.15 above) and that casual service occurred after 8 March 2003. Casual service prior to that date will not be recognised for staff members who are not casual staff members. Casual service prior to that date will be recognised for staff members who are casual staff members.

45 University Holidays and Christmas Close Down Period

- 45.1 The University will recognise the following public holidays as University holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, Christmas Day and Boxing Day.
- 45.2 Where the University holiday falls on a day when the staff member would be required to work, the staff member is entitled to be absent from work on that day without loss of pay.
- 45.3 The University will close for five working days in addition to the University holidays which fall during the Christmas and New Year period. All continuing staff members and staff members employed for a period of fixed-term employment will receive five paid University holidays in lieu of working on Labour Day, Queen's Birthday and Melbourne Cup Day, which will be taken during the specified University closedown. In addition, general staff members will receive one additional day's recreation leave.
- 45.4 If Anzac Day, Christmas Day, Boxing Day or New Year's Day fall on a weekend, the next available working day will be taken as a substitute University holiday.
- 45.5 A staff member who works on Labour Day, Queen's Birthday or Melbourne Cup Day will, if the staff member's employment ends before 24 December in any year, be paid in lieu for the day or days worked.

46 Recreation Leave

- 46.1 A staff member, except for a casual staff member, is entitled to 20 working days' recreation leave on full pay for each completed year of service. The leave accrues on a pro rata basis according to the staff member's ordinary hours of work. Accrued but untaken leave accumulates from year to year. Accrued but untaken leave will be paid to the staff member on the termination of the staff member's employment.
- 46.2 Where a University holiday occurs during the period a staff member is absent from work on recreation leave, no deduction will be made for that day from the recreation leave credits of the staff member.
- 46.3 If a staff member suffers an illness for one or more working days during his or her absence from work on recreation leave, the staff member's entitlement to recreation leave will be re-credited for the period of the illness and the period of the illness will be deducted from the staff member's accrued sick leave entitlement. For the recreation leave to be re-credited, the staff member must provide a certificate from a registered medical practitioner or a statutory declaration by the staff member for the period of the illness. If the staff member does not have any accrued sick leave entitlement, the staff member will be placed on unpaid leave for the days in question.

Taking of Recreation Leave

- 46.4 Staff members are encouraged to take recreation leave to promote a healthier workplace. Each staff member is responsible for regularly taking his or her entitlement to leave. Managers are to ensure that staff members have the opportunity to take recreation leave at a reasonably mutually convenient time and duration which meets the staff member's needs, where possible, and also reasonably meets the operational needs of the University.

- 46.5 Where an academic staff member seeks to take leave within a teaching period, the staff member's supervisor may approve the application for leave where adequate arrangements can be made to cover the staff member's teaching responsibilities.
- 46.6 Where a staff member has accrued leave in excess of 20 days at 31 December in any year, and they have not reached prior agreement with their supervisor on taking (or not taking) recreation leave, the Executive Director, Human Resources Division may direct the staff member in writing to take the leave in excess of 20 days within the six month period from the date of the written direction or, in special circumstances, within the 18 month period from the date of the written direction. Where the staff member has been so directed, the supervisor and the staff member will discuss dates for the taking of the excess leave. The leave dates will have regard to the staff member's preferred dates, but if no agreement is reached, the supervisor may specify the dates when the leave is to be taken. The staff member will then be regarded as being on leave for such period and the staff member's accrued entitlement to leave will be reduced accordingly.

Recreation Leave Loading

- 46.7 A staff member who has qualified for four weeks' recreation leave as at 31 December in any year will be entitled to a recreation leave loading equal to 17.5% of four weeks' salary subject to a maximum payment equal to the Statistician's average weekly total earnings of all males (Australian) for the September quarter of the preceding year. A pro-rata payment will be made to a staff member on the basis of the number of completed months of continuous services in that year.
- 46.8 A staff member whose employment ends prior to 31 December in any year will be entitled to a pro-rata payment on the ending of employment of the amount payable under clause 46.7 on the number of completed months of continuous service in that year.

Cashing Out Excessive Recreation Leave

- 46.9 Where a staff member has accrued in excess of 30 days recreation leave, a staff member may elect to cash-out annual leave on the following basis:
- a) Each request to receive a payout of recreation leave must be in writing and approved by the staff member's supervisor and the Executive Director, Human Resources Division;
 - b) The minimum number of accrued annual leave to be cashed out is 5 days;
 - c) The remaining recreation leave entitlement (including booked future leave) of the staff member after cashing out must be at least 20 days. This 20 days can include leave that the staff member is required to take under d) of this clause;
 - d) The staff member must take a period of recreation leave or long service leave that is at least equivalent to the amount of recreation leave being cashed out at the same time as the leave is cashed out; and
 - e) The staff member must be paid at least the full amount that would have been payable to the staff member had the staff member taken the leave that the staff member has cashed out.

47 Trade Union Training Leave

Leave of absence for up to five working days in any one calendar year will be granted to a staff member to attend trade union training courses or seminars on the following conditions:

- a) that the operating requirements of the University permit the granting of such leave;
- b) that the scope, content and level of the courses are such as to contribute to a better understanding of industrial relations. To this end, any short course conducted by or with the support of the Trade Union Education Foundation or anybody approved by the University will be considered as contributing to a better understanding of industrial relations;
- c) leave of absence under this clause will be on full pay, that is, pay will not include shift and penalty payments or overtime;
- d) leave on full pay in excess five working days and up to 10 working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding 10 days. The staff member's period of absence from work granted under this clause will count as service for all purposes.

48 Workers Compensation Leave and Make-up Pay

- 48.1 A staff member who receives compensation for partial or total incapacity under the *Accident Compensation Act 1985*, or other Australian state equivalent legislation, will be granted leave in accordance with this clause. This leave will be paid at the rate of pay payable to the staff member prior to the injury, less any overtime, travelling allowance, incidental expenses or payment of a temporary nature and less any amount payable as compensation and less any amount the staff member is earning during employment by reason of partial incapacity, whether the employment is with the University or any other employer.
- 48.2 The University will make a return to work offer of duties as part of the return to work process. Failure to respond to that offer within five working days and/or failure to accept the offer other than on medical grounds will lead to the cessation of the make-up leave payments under clause 48.1 until a return to work occurs. The period of cessation will be included in the calculation of the entitlement under clause 46.3. The return to work offer of duties is an offer of temporary alternative or modified duties as part of a return to work plan. It does not constitute an offer of suitable employment.
- 48.3 Leave granted under this clause will be from the date of first absence to the 12 month anniversary of that absence in respect of any one injury.
- 48.4 Where a second claim for make-up pay originates within the term of the first claim, the period of 12 months will start again from the date of the second injury.
- 48.5 Staff members returning to work on a return to work arrangement should, wherever possible, minimise requests for planned leave whilst they transition into this arrangement.

49 Salaries

- 49.1 The salary payable to a staff member will be paid on a fortnightly basis. Salaries will be paid by direct credit to a financial institution of the staff member's choice, provided that the University has a compatible direct credit system.
- 49.2 Each staff member will have access to salary payment information on each payday setting out the particulars of the payment, leave balances and any salary deductions. This information will be available by electronic means where the current University salary system allows for this. The University may provide such information in writing where the staff member can demonstrate genuine difficulty in accessing the electronic salary information system.

- 49.3 Where the normal day of payment of salaries falls on a day prescribed as a University holiday in this Agreement, salaries will be paid no later than the day on which the University is open for business immediately preceding the University holiday.
- 49.4 Any underpayment to a staff member will be corrected and full payment made to the staff member within two working days of notification of the underpayment to the Human Resources Division unless, by agreement with the staff member, the underpayment is to be rectified on the next pay day.
- 49.5 A staff member may, in writing, authorise the University to deduct from the salary payable to the staff member by the University the amount of the subscription payable by the staff member to the NTEU.

Advance Payment - Academic Staff

- 47.6 Where an academic staff member is due to commence a period of recreation leave of between five working days and 12 weeks or a period of parental leave, long service leave or professional experience program leave and the academic staff member requests advance payment for this period of leave, the University will pay the academic staff member in advance. To be paid in advance, the academic staff member must give at least four weeks' notice to the Human Resources Division (although a shorter period of notice may be acceptable to the University). The University may decide, at the staff member's request, to make an advance payment for a longer period than 12 weeks.

Apprentices Salaries

- 49.7 Irrespective of any other agreement, apprentices will be paid at the following percentages of the relevant rate:

| | |
|-------------|----------------------|
| First year | 42% of HEW 3, step 1 |
| Second year | 55% of HEW 3, step 1 |
| Third year | 75% of HEW 3, step 1 |
| Fourth year | 88% of HEW 3, step 1 |

- 49.8 Apprentices employed prior to this Agreement coming into operation currently receiving percentages greater than those specified above will continue to receive payment at that rate.
- 49.9 A training level equivalent to 90% of the base level for Higher Education Worker levels one to four will be paid to a staff member at these levels who are undergoing specific training. Payment at this level will apply for a maximum period of 12 months.

50 Casual Rates - Academic Staff

The salary rates applicable to casual academic staff members are set out in Schedule G of this Agreement.

51 Voluntary Salary Packaging

51.1 A staff member employed on a continuing basis or on a period of fixed-term employment for a period greater than 12 months may request that part of their salary be used to provide benefits on a salary sacrifice basis. Any Fringe Benefits Tax (FBT) incurred as a result of salary packaging will be paid by the staff member.

51.2 The salary to be used for the purposes of calculating the following entitlements will be the salary rates specified in this Agreement:

- superannuation benefits and contributions;
- termination payments;
- redundancy benefits;
- early retirement benefits;
- annual leave loading; and
- overtime and shift payments.

51.3 The University will be entitled to recover any salary or benefits paid in advance to which the staff member was not entitled.

51.4 The salary packaging arrangement will end should the staff member's employment with the University come to an end.

51.5 In the event that the 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.

52 Job Evaluation Procedures

52.1 This clause does not apply to casual general staff positions.

52.2 The University will ensure that general staff positions, including contingent-funded general staff positions, are classified in accordance with the classification descriptors in Schedule B of this Agreement.

52.3 The University will develop a position description for each general staff position, in consultation with any staff members currently holding the position. To avoid doubt, this clause does not require a new position description where one exists at the commencement of this agreement.

52.4 The position description will be reviewed by the supervisor at least once every five years and the supervisor will make any changes, in consultation with the staff member. A staff member may lodge a dispute under clause 66 of this Agreement if they do not accept the supervisor's changes or a decision not to change the position description.

52.5 A staff member or the staff member's supervisor may seek a review of the classification of an existing position where the duties and responsibilities of the position, as reflected in the position description, have changed significantly and/or it is considered that the position is no longer appropriately classified.

- 52.6 Where a review is sought under clause 52.5, a classification review of an existing position will be undertaken by the General Staff Classification Committee comprising at least two nominated representatives of the University and at least two nominated representatives of NTEU who are appropriately trained in the job evaluation methodology.
- 52.7 The University will consider and give due regard to the recommendation from the General Staff Classification Committee and decide on the appropriate classification for the position. The University will provide reasons in writing to the supervisor, the staff member and the NTEU where it decides the appropriate classification is not that recommended by the General Staff Classification Committee.
- 52.8 A staff member may appeal the outcome of a classification review by providing a written appeal to the Vice-Chancellor, within 10 working days of the date of the advice of the outcome of the classification review, on the grounds that:
- a) there has been a breach of process; or
 - b) inadequate or inappropriate documentation was provided to the General Staff Classification Committee; or
 - c) documentation provided to the General Staff Classification Committee was misinterpreted; or
 - d) further information has come to hand.
- 52.9 The Vice-Chancellor will refer an appeal made under clause 52.8 to a Classification Appeal Committee. The Classification Appeal Committee will:
- a) consist of a member nominated by the University and a member nominated by the NTEU, who are appropriately trained in the job evaluation methodology;
 - b) provide an opportunity for the staff member's supervisor to provide a written response to the material provided by the staff member in accordance with clause 52.8, and provide the staff member with a right of reply;
 - c) give due consideration to the materials provided by the staff member and supervisor under clauses 52.8 and 52.9;
 - d) provide recommendations to the Vice-Chancellor on:
 - I. findings in respect to the grounds of the appeal;
 - II. whether any substantiated grounds of appeal materially affected the classification review decision at clause 52.7; and
 - III. if so, any recommendation regarding the appropriate classification of the position; and
 - e) undertake these duties fairly and expeditiously.
- 52.10 The Vice-Chancellor will consider and give due regard to the recommendations of the Classification Appeal Committee. The decision of the Vice-Chancellor is final and will be communicated to the staff member, supervisor and NTEU as soon as practicable. The Vice-Chancellor will provide reasons in writing to the supervisor, the staff member and the NTEU where he or she does not accept the recommendations, or where there is a split recommendation, of the Classification Appeal Committee. A recommendation to change the classification of the staff member, if endorsed by the Vice-Chancellor, will apply from the date of lodgement of the review.

52.11 The staff member may at any stage request the assistance of a representative, in accordance with clause 6.2.

General Staff Personal Classification

52.12 A general staff member who occupies a position which is classified within the Higher Education Worker levels 1 – 7 may seek salary advancement through the University Personal Classification Program. The University personal classification program operates to link two classification levels together to form an extended pay structure in recognition of outstanding performance and skill development achieved by a staff member while in his/her current position.

52.13 It is the joint responsibility of the general staff member and his/her supervisor to identify the development and work experience required to enable the staff member to take advantage of the University Personal Classification program. This should form part of the normal staff performance planning and review discussions.

52.14 A general staff member may apply to his or the Head of Organisational Unit for a personal classification. A formal interview is to be undertaken to confirm that the staff member meets the requirements of the higher role.

52.15 The Executive Director, Human Resources Division may approve an application where the following conditions are met:

- a) work at the higher level is available and required as assessed by the Head of Organisational Unit; and
- b) the general staff member must be performing at an outstanding level in his or her role and current classification level; and
- c) the staff member meets the training level or qualifications and experience requirements in the position classification standards for the higher level; and
- d) the staff member must have been on the top increment of his or her present classification for at least twelve months.

52.16 Where a position is subject to a personal classification:

- a) the personal classification ceases when the position is vacated for any reason. However the Head of the Organisational Unit may review the requirements of the position and seek an evaluation of the position;
- b) if another general staff member acts in a position with a personal classification, he or she will qualify for higher duties allowance based only on the lower classification level and not the personal classification, except where the Head of Organisational Unit considers the staff member is undertaking higher level responsibilities recognised in the personal classification.

53 First Aid Allowance

A first aid allowance will be paid only to those staff members who were covered by a previous state based trade's award that specifically provided for a first aid allowance and who continue in that role or a similar type trades based role. In addition any staff member currently in receipt of a first aid allowance will continue to receive that allowance providing they remain in their current work area.

54 Higher Duties Allowance - General Staff

- 54.1 A general staff member who is required to act in a higher classification position than the classification that the staff member occupies will be paid a higher duties allowance. To be entitled to the higher duties allowance, the minimum period of acting in a higher classification position with a classification of up to HEW 7 will be two weeks. The minimum period of acting in a higher level classification with a classification above HEW 7 will be four weeks.
- 54.2 For the purposes of determining the minimum periods as outlined above, University holidays will count if the staff member is acting at the higher level both before and after the University holiday.
- 54.3 The higher duties allowance will be the difference between the staff member's substantive salary and the minimum salary point of the higher classification position.
- 54.4 If the staff member is not performing the full range of the duties of the higher classification position, the staff member will be paid a pro rata amount of the difference between his or her substantive salary and the minimum salary point of the higher classification position.
- 54.5 A staff member will be eligible to receive an increment at the higher classification position if they have worked for a continuous period of 12 months in the higher classification position, or an aggregate period of 12 months over a 24 month period.
- 54.6 If a staff member is promoted to the higher classification position, the staff member will not suffer any reduction in salary and will be promoted on the same incremental level at which they were acting.
- 54.7 Any periods of acting at the higher classification position will be taken into account in determining future increments should the staff member be promoted to the higher classification position.
- 54.8 A staff member who is acting in a higher classification position will be entitled to continue to receive a higher duties allowance when the staff member is absent from work on paid leave or on a rostered day off, other than long service leave, provided the acting in the higher classification position would have continued but for the taking of leave.

55 Overtime Meal Allowance - General Staff

- 55.1 A general staff member will be paid a meal allowance of \$18.35 if the staff member is required:
- a) after the completion of her or his ordinary hours of work for the day, to perform work after a break for a meal which occurs after the completion and is not entitled to payment for that break;
 - b) after completion of her or his ordinary hours of work for the day, to work overtime which involves her or his attendance without a break up to the completion of, or after, the meal period which occurs next after that completion;
 - c) to perform work on a day before the time at which her or his ordinary hours of work for the day start, is granted a break for a meal before that time and is not entitled to payment for that break;
 - d) to perform work extending beyond a meal break on a day on which, apart for the requirement, she or he would not perform work and is not entitled to payment for that meal break.

- 55.2 The overtime meal allowance rate will be adjusted each year in accordance with the annual "All Groups CPI" figure.
- 55.3 A general staff member who is required to perform any of the duties specified in sub-clause 55.1 a) to d) will be paid a meal allowance if the staff member cannot reasonably be expected to return to his or her home or lodgings for a meal between the time the staff member stops work before the meal and the time the staff member is required to start work after the meal.
- 55.4 For the purposes of sub-clause 55.1 b) "meal period" means the period between:
- a) 7.00am and 9.00am;
 - b) 12 noon and 2.00pm;
 - c) 6.00pm and 7.00pm; or
 - d) 12 midnight and 1.00am.

56 Travelling Allowance

A staff member who, at the direction of the University, is absent from work on University business will be reimbursed for reasonable expenses to cover the cost of travel, meals, incidental expenses and/or accommodation, in accordance with University policy. The staff member will only be reimbursed upon the production to the University of tax invoices, or similar documents accepted by the Australian Taxation Office, as evidence of the expense being incurred.

57 Reimbursement of Fares

- 57.1 Unless otherwise authorised, a staff member required by the University to travel on University business will travel by public transport or by a University supplied vehicle.
- 57.2 If costs are incurred by a staff member in travelling under clause 57.1 the staff member will be reimbursed by the University for the cost of the travel upon production to the University of tax invoices, or similar documents accepted by the Australian Taxation Office, for such travel.
- 57.3 Where the University authorises the use of a hired car by a staff member and the cost of the hire car is borne by the staff member, the cost of the hire car will be reimbursed by the University to the staff member upon production to the University of receipts for the cost of the hire car.

58 Vehicle Allowance

Where a staff member is authorised by the University to use the staff member's privately owned or hired vehicle for official purposes, he or she will be paid an allowance of 65 cents per kilometre travelled for the official purpose.

59 On-Call Allowance - General Staff

- 59.1 A general staff member required to be on-call to either respond to queries or to return to work after the staff member's ordinary hours of work will be paid an on-call allowance. The on-call allowance will be an amount equal to

- a) 30% of the staff member's ordinary rate of pay if required to be on-call during the University Christmas closedown period;
- b) 20% of the staff member's ordinary rate of pay for any other period

during the time when the staff member is required to be on-call.

- 59.2 All requests for a general staff member to be on-call and any subsequent payment of the on-call allowance must be authorised by the staff member's supervisor.
- 59.3 This clause will operate in conjunction with the University's overtime and call back provisions at clause 31 of this agreement. The following minimum periods apply, subject to clause 31.13 of this agreement, in respect to overtime payments for a general staff member who is required to be on-call:
- a) Where the general staff member is called into their office, another part of a Deakin campus or an off-campus work site (for instance the residence of another staff member), three hours.
 - b) Where the general staff member responds remotely (i.e. without travelling to a Deakin work site), 15 minutes.
- 59.4 The staff member will not be paid the on-call allowance for the period of the staff member's overtime payment.
- 59.5 The main locations of the University are within the areas of metropolitan Melbourne, Warrnambool and Geelong. Accordingly, a general staff member will not be required to return to work outside the geographic boundary of his or her substantive work location, unless it is necessary to respond to the query.
- 59.6 A general staff member in receipt of an on-call allowance must remain fit for work and is required to either remain at home or to make themselves available by means of telephone (mobile or fixed) and/or electronic communication if required to carry out work.
- 59.7 Where practicable, the University will supply a general staff member who is required to be on-call with access to a mobile phone and/or other mode of electronic communication.

60 Superannuation

- 60.1 Subject to clause 60.5, the University will maintain all current superannuation arrangements and entitlements including contribution rates, for existing staff members for the life of this Agreement. The same superannuation arrangements and entitlements will also apply to new staff members for the life of this Agreement.
- 60.2 Employer contributions for existing staff members who are members of UniSuper will continue to be made to UniSuper in accordance with current arrangements. Employer contributions for new staff members will also be made to UniSuper in accordance with current arrangements.
- 60.3 The University will pay a superannuation contribution to UniSuper on behalf of all casual staff based on salary earned in any fortnightly period which is no less than the Superannuation Guarantee Charge rate.

- 60.4 This clause satisfies the choice of fund requirements for all eligible staff members employed at the University.
- 60.5 If a staff member can evidence that making superannuation contributions at 17% will result in personal taxation liability for excess concessional contributions then the staff member may request the University to reduce their superannuation contribution, and increase their salary by the same amount, provided that their superannuation contribution is not less than the Superannuation Guarantee Charge rate.

61 Performance Planning and Review

- 61.1 The University operates a performance management system which provides a framework to assist staff members to contribute to the University's goals and their own personal and career development goals. This system involves a number of elements which are derived from University policy and various clauses of this Agreement including:
- a) clarity of roles and responsibilities through the use of position descriptions and provision of the induction process for staff members;
 - b) probation processes in line with the requirements of academic probation in clause 20 of this Agreement;
 - c) the setting of performance objectives and the provision of periodic feedback to staff members under the PPR process in clause 61 of this Agreement and the related University policy;
 - d) provision of staff member development under clause 64 – Staff Development;
 - e) provision of a range of reward and recognition mechanisms under University policy and as provided in clause 19 - Senior Staff Performance Contracts, clause 62 – Performance Recognition, clause 63 – Incremental Progression and clause 52 – Job Evaluation; and
 - f) linking of clause 21 – Disciplinary Action for Unsatisfactory Performance.
- 61.2 The PPR process forms the basis of the University's performance management process and provides a systematic and impartial means of ensuring that individual performance is aligned with the University's strategic goals and assisting staff members to achieve individual career goals.
- 61.3 All staff, except casual staff engaged for less than 12 months, are required to participate in the PPR process.
- 61.4 Individual performance objectives and standards will be agreed at the beginning of each year. For academic staff members, this will include agreement on the duties and responsibilities for the forthcoming academic year. In addition, the PPR process will encompass:
- a) performance objectives and standards that are consistent with the substantive classification and individual career goals of the staff member;
 - b) performance objectives and standards that are aligned with the strategic directions and goals of the staff member's Faculty or other area;
 - c) identification of staff member development and career development needs;
 - d) review and feedback based upon the agreed objectives and standards;
 - e) recognition and reward of high performing staff members; and
 - f) identification of agreed actions to address areas of concern with performance.

- 61.5 As part of the annual review, the performance of the staff member will be rated.
- 61.6 In circumstances where a supervisor forms a view that a staff member has persistent unsatisfactory performance the staff member may be subject to the disciplinary provisions in accordance with clause 21.

62 Performance Recognition

- 62.1 Where an academic or general staff member's performance as part of the PPR review process is of a consistently high standard, the staff member's performance may be recognised through the mechanisms outlined in the University's Reward and Recognition Operational Policy or Performance Planning and Review Procedure.
- 62.2 Where a general staff member's performance as part of the PPR review process is recognised as consistently of a high standard, they may be eligible for a performance bonus. The performance bonus may be an amount of up to 5% of the current salary level for the staff member.

63 Incremental Progression

Other than for a Teaching Scholar, a staff member will proceed through the incremental scale of his or her classification level subject to the staff member's satisfactory performance, as assessed by the University.

64 Staff Development

- 64.1 The University is committed to developing its staff through a range of relevant learning and development activities, including practical experiences, informal feedback and instruction, team or unit development activities, conference attendance and study for formal qualifications.
- 64.2 The PPR process provides the opportunity for staff members, in collaboration with their supervisor, to identify development needs and activities in relation to their immediate role and also their future career with the University.
- 64.3 The University will operate a staff development program. Staff development programs will offer staff the opportunity to develop their skills and effectiveness within the University and to promote improved performance and efficiency through staff development.
- 64.4 Academic staff are eligible to apply for Academic Study Leave (ASL) in accordance with University policy. The University will recognise prior, continuous, paid full-time service with other Australian higher education institutions as qualifying service when considering applications for ASL. The period of service will not be recognised if the break in service from when the staff member ceased employment with the other Australian higher education institution and commenced employment with the University is more than two months. If a staff member has previously undertaken an ASL (or similar, however named), that period will be taken into account when the University is considering the application.
- 64.5 General staff may apply for study support, secondment/exchange, mentoring and other development opportunities in accordance with the University's professional development policies and procedures.

64.6 The University will maintain a register of opportunities for secondment or exchange for general staff. Where a temporary vacancy of more than four weeks duration becomes available, details of the position and how to apply for it will be publicised on the register. Unless urgent, the position will not be filled until at least five days after the vacancy is placed on the register.

65 Academic Staff Supervision

- 65.1 Each academic staff member will have a nominated supervisor and will be advised in writing of the name and position of the nominated supervisor. The staff member may request the nomination of an alternative supervisor and the alternative supervisor so nominated will become the staff member's supervisor if the nominee is approved by the Vice-Chancellor, and meets the criteria set out in clause 65.4 of this Agreement.
- 65.2 Supervisors will provide academic and administrative leadership and are responsible for monitoring the performance of the academic staff member and for providing assistance to staff members whose performance is assessed as requiring improvement. Wherever possible, supervisors will be competent in the areas of expertise of the staff members for whom they are responsible.
- 65.3 The supervisor will be responsible for following the procedures set out in clause 21 of this Agreement for dealing with the academic staff member's unsatisfactory performance and in clause 22 of this Agreement for dealing with allegations of misconduct or serious misconduct.
- 65.4 The supervisor will be the head of the academic unit in which the academic staff member is employed, provided that the Vice-Chancellor may advise in writing that another academic staff member classified at Level C or above is to be supervisor of one or more staff member(s) or group of staff members.
- 65.5 Supervisors will receive appropriate training in staff assessment techniques and the related provisions of this Agreement, as detailed in clause 65.7.
- 65.6 Nothing in this Agreement prevents an academic staff member who is head of an academic organisational unit which is not a sub-component of any larger academic organisational unit (such a unit may be called a "Faculty", "Division" or similar title) being made directly responsible to the Vice-Chancellor, in which case the terms of clauses 65.1 to 65.5 will have no application to the staff member.
- 66.7 The University will provide supervisor training which will incorporate:
- a) induction programs for supervisors upon appointment;
 - b) the development of an ongoing program of supervisor training;
 - c) training directed towards assessment of job performance rather than individual characteristics;
 - d) training which includes equal opportunity and affirmative action policies and guidelines; and
 - e) training on academic staff assessment techniques and relevant provisions in this Agreement.

Upon request, the University will consult with the Deakin University NTEU Branch of the NTEU regarding the content of the supervisor training program.

66 Dispute Settling Procedures

66.1 The parties to this Agreement have an interest in the proper application of this Agreement and in minimising disputes about its proper application in a timely manner. For the purpose of preventing and settling disputes between the parties about:

- a) matters arising under this Agreement; or
- b) matters arising under the National Employment Standards, or
- c) whether the University had reasonable business grounds to refuse:
 - I. a request for flexible work arrangements or
 - II. a request to extend unpaid parental leave for a further period of up to 12 months

the following procedures have been agreed.

66.2 To initiate the process a staff member or members will first discuss the matter with their supervisor or the NTEU will first discuss the matter with the appropriate person at the University. The staff member or members will have the right to be represented by a person in accordance with clause 6.2 of this Agreement.

66.3 Where a dispute is not resolved under clause 66.2, at the request of a party to the dispute the matter may be referred to

- a) a discussion between the Executive Director, Human Resources Division and the Deakin University NTEU Branch President
or, at the election of the party to the dispute who seeks to refer the matter for resolution
- b) the Executive Director, Human Resources Division

who will endeavour to resolve the matter within 10 working days. Any resolution will be in the form of a written agreement between the parties to the dispute.

66.4 The University will notify the Deakin University NTEU Branch President of the dispute should the NTEU not be involved in the processes under clauses 66.2 or 66.3.

66.5 Until five working days after the procedures described in clause 66.3 have been exhausted:

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

66.6 In the event that the matter remains unresolved after the parties to the dispute have followed the steps set out in clauses 66.2 to 66.4, the matter may be referred to the Fair Work Commission by any party to the dispute for conciliation and/or arbitration.

67 Staff Grievance Procedures

- 67.1 A staff member, other than a Head of School or Institute of the University, may institute a grievance seeking review of action or decision (including inaction or not making a decision) that directly affects the staff member which they consider is unfair or unreasonable.
- 67.2 The Executive Director, Human Resources Division may dismiss a grievance where:
- a) alternative procedures exist;
 - b) the Vice-Chancellor has made a final decision in relation to the matter under another clause in this Agreement;
 - c) the same matter is being or has been dealt with under the dispute settling procedures in clause 66;
 - d) for an academic staff member, the matter relates to appointments and/or decisions of the University Council.
- 67.3 The staff member may at any stage request the assistance of a representative, in accordance with clause 6.2.
- 67.4 The staff member will first discuss the grievance with his or her supervisor. The supervisor will use their best endeavours to resolve the grievance as soon as is practicable, and within 10 working days.
- 67.5 If the grievance is not resolved the staff member or the supervisor may, within five working days, refer the grievance to the Executive Director, Human Resources Division who will attempt to resolve the grievance as soon as is practicable.
- 67.6 Where the grievance is resolved, an appropriate record of the resolution should be made, provided to the staff member and other relevant parties and retained by the Human Resources Division.
- 67.7 If the grievance remains unresolved, the staff member may within five working days request that the grievance is referred to an investigator. The Executive Director, Human Resources Division will refer the grievance to an investigator from the pool of investigators created in accordance with clause 67.12.
- 67.8 The investigator will first determine if the grievance is frivolous, vexatious, an abuse of process or not relevant to the employment relationship. If so, the investigator will advise the staff member and the Executive Director, Human Resources Division of this determination and the grievance will be at an end.
- 67.9 The investigator will investigate the grievance as expeditiously as possible and will have access to all relevant documents and material.
- 67.10 The investigator will provide a report on their findings to the Vice-Chancellor, with copies of the report provided to the staff member (and their representative, where applicable) and the Executive Director, Human Resources Division. The report may include recommendations for the resolution of the grievance. The report will be provided within 15 working days of receipt of the grievance by the investigator unless delayed on reasonable grounds, in which case the report will be provided as soon as is practicable.

- 67.11 The Vice-Chancellor will consult with the staff member on the report's findings and any recommendations before determining whether to accept the report, either wholly or partly. The Vice-Chancellor's decision will be conveyed to the staff member and other relevant parties to the grievance.
- 67.12 The investigator will be drawn from a pool of internal or external investigators nominated by the Vice-Chancellor following consultation with the Deakin University NTEU Branch President.
- 67.13 A grievance will end if:
- a) it is withdrawn in writing by the staff member; or
 - b) a resolution is reached, including in accordance with clause 67.4 or 67.5; or
 - c) it is dismissed by the Executive Director, Human Resources Division in accordance with clause 67.2; or
 - d) it is not progressed within the timeframes specified in clauses 67.5 and 67.7 and there is no reasonable explanation for the delay; or
 - e) the investigator makes a determination under clause 67.8 that the grievance is frivolous, vexatious, an abuse of process or not relevant to the employment relationship; or
 - f) the Vice-Chancellor has made a determination under clause 67.11.

68 Consultation on Major Workplace Change

- 68.1 The parties agree that the management of major workplace change is enhanced by genuine consultation between the University, the NTEU and staff members affected by the change prior to the University implementing major workplace change.
- 68.2 Major workplace change means changes in organisation, structure or technology that are likely to have significant effects on staff members.
- 68.3 Significant effects include, but are not limited to:
- a) termination of employment of staff members;
 - b) major changes in the composition of the University's workforce;
 - c) major reduction in the size of the University's workforce;
 - d) the elimination of job opportunities, promotion opportunities or job tenure;
 - e) major changes to average hours of work required to be performed by general staff members outside the span of hours set out in clause 28 of this Agreement;
 - f) the transfer of staff members to another work location which is more than 15kms from a staff member's existing work location;
 - g) the restructuring of jobs in situations involving more than two staff members within the same organisational unit; or
 - h) proposals by the University to outsource key services or contract out key services currently provided by staff members.
- 68.4 Where the University has developed a proposal to introduce major workplace change, the University will consult any affected staff members prior to finalising its proposal. The NTEU will also be consulted on the proposal at this stage of the process.
- 68.5 As a part of this consultation, the staff members and the NTEU will be provided with relevant material and documentation to inform them of the purpose and substance of the change.

Consultation will provide sufficient opportunity for the parties to discuss the proposed major workplace change and will include an outline of the likely timeframe for change, implementation arrangements and details of the likely impacts on staff members. Unless otherwise agreed, the period of consultation with the affected staff members and the NTEU at this stage of the process will normally not exceed two weeks.

- 68.6 The University, affected staff members and the NTEU will endeavour to respond in a timely manner to matters raised as a result of the consultation. The University will respond to any written feedback provided by affected staff members or the NTEU.
- 68.7 If any formal feedback is provided by staff members or the NTEU suggesting alternative proposals to that originally proposed by the University, a further period of up to two weeks will then be provided to discuss any alternative proposal before the University's position is finalised. Implementation of any changes under this clause will be undertaken as expeditiously as possible.
- 68.8 Staff members directly affected by the change proposal may nominate for redeployment within the University. The University will make reasonable endeavours to redeploy the staff members who nominate for redeployment. This process will not delay consultation on this major workplace change process or any other University process.

69 Total Casual Employment

The University will use its best endeavours to not exceed the total number of casual staff members employed by the University at the date this Agreement comes into operation, on the basis of equivalent full-time staff as a proportion of the total number of staff, during the life of this Agreement.

70 Staff Notices

- 70.1 The University will communicate with staff members through various means, including through posting notices in University staff rooms.
- 70.2 Any staff member may post a notice about employment matters in a staff room of the University, or distribute a notice about employment matters, in accordance with University policy.
- 70.3 A duly authorised representative of the NTEU will have the right:
- a) to post any official notice of the NTEU about employment matters in each staff room of a University; and
 - b) to distribute any official notice of the NTEU about employment matters to members in each section or department of a University.
- 70.4 In providing the facility referred to in clause 70.3 the University supports the freedom of association protections in the *Fair Work Act 2009*, by neither encouraging nor discouraging staff members employed by the University to be members of a union.

71 Intellectual Freedom

- 71.1 The Parties to this agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University.

- 71.2 The parties to this Agreement recognise that the University has a policy that enables a staff member to make public comments on a topic within his or her area of expertise and also to make other public comments as long as the staff member does so in his or her private capacity and does not claim to represent the University when making these comments. This will include the expression of unpopular or controversial views, provided that they do not harass, vilify, defame or intimidate.
- 71.3 The University undertakes to consult staff members and the NTEU on any proposed changes to the relevant policy which might otherwise affect the freedom of staff members to provide public comment on community affairs as individual members of the community or to provide public comment in their particular area of expertise.

72 Intellectual Property

The University will establish and maintain an intellectual property policy which recognises the intellectual property and moral rights provided by common law and legislation, which recognises the copyright provisions consistent with current University legislation and provides for an equitable sharing of proceeds (after costs) from the commercialisation of intellectual property between the creators of the intellectual property and the University.

73 Aboriginal & Torres Strait Islander Education and Employment

Recognising good practice

- 73.1 The parties acknowledge and recognise Aboriginal and Torres Strait Islander peoples as the First Peoples of Australia.
- 73.2 The parties note the Higher Education Agreement between the University and the Victorian Aboriginal Education Association Incorporated (VAEAI) and the significance of this agreement in achieving both the goals of the National Aboriginal and Torres Strait Islander Educational Policy and the University's objectives for Aboriginal and Torres Strait Islander higher education.
- 73.3 The parties acknowledge that the University continues to be the largest employer of Aboriginal and Torres Strait Islander people in the Barwon Region.
- 73.4 The parties acknowledge the University's contribution to community capacity building and to the national workforce in a range of professions through its community-based education model.

Aboriginal and Torres Strait Islander inclusive human resource management

- 73.5 The University recognises the cultural competencies required to be an Aboriginal and Torres Strait Islander educator for both Aboriginal and non-Aboriginal academic and professional staff members and where relevant will take these into account in staff selection and promotion.
- 73.6 The University will maintain Aboriginal and Torres Strait Islander representatives on interview panels for all positions within the Institute of Koorie Education.
- 73.7 Subject to clause 73.6, wherever practicable, the University will include Aboriginal and Torres Strait Islander representation on interview panels for positions that require Aboriginal and Torres Strait Islander expertise and knowledge.

73.8 The University will make best endeavours to increase the number of effective full time Aboriginal and Torres Strait Islander positions at the University to a total of 45, as described in the table below:

| Aboriginal and Torres Strait Islander staff FTE | Baseline 2012 | Target 2013 | Target 2014 | Target 2015 | Target 2016 |
|---|---------------|-------------|-------------|-------------|-------------|
| General staff | 16 | 18 | 20 | 23 | 26 |
| Academic staff | 12 | 14 | 15 | 17 | 19 |
| TOTAL | 28 | 32 | 35 | 40 | 45 |
| Senior staff levels (Level E or HEW10 or above) | 3 | 3 | 4 | 4 | 5 |

73.9 Within six months of the commencement of this agreement, the parties will establish a committee made up of equal numbers of University and NTEU representatives to review recruitment progress against the targets in clause 73.8, and determine what actions would assist to achieve the targets. The committee will meet at least annually.

Respecting cultural, social and spiritual systems and protocols

73.10 Within six months of the commencement of this agreement, the University will include in its induction program for university staff an introduction to cultural difference highlighting respectful relationships and summarising approaches to Aboriginal and Torres Strait Islander education at the University.

73.11 The University will make provision for appropriate cultural leave to enable Aboriginal and Torres Strait Islander staff to fulfil ceremonial, community and family obligations consistent with clause 39 of this agreement.

Academic Workloads

73.12 Academic staff in the Institute of Koorie Education will be covered by clause 34 of this Agreement.

73.13 The Academic Work Allocation Model in the Institute of Koorie Education will take into account the particular features of community-based and intensive teaching.

74 Review Committees

74.1 Where a clause in this Agreement refers to a review or appeal committee, it will consist of:

- a) a member nominated by the University;
- b) a member nominated by the NTEU; and
- c) an independent Chair appointed by the Vice-Chancellor from the pool established by clause 75.

74.2 Each committee will:

- a) conduct proceedings as expeditiously as possible;
- b) conduct proceedings in private (unless otherwise agreed by the committee) as a committee of inquiry;
- c) subject to clause 6.2, allow the staff member and the University to be represented;

- d) provide an opportunity for the staff member (or representative), and the University representative to provide witness statements, make submissions (which may be written or in person, at the committee's discretion) and respond to written or oral evidence in relation to the matter before the committee, and take into account such further materials as it believes appropriate to determine the matter before the committee;
- e) interview witnesses where appropriate;
- f) conduct interviews in the presence of the staff member (or representative), and the University's representative, where appropriate;
- g) where appropriate, allow the staff member (or representative) and the University's representative to ask questions of witnesses; and
- h) make its report available to the nominated person(s) as specified in the applicable clause of this Agreement within the prescribed timelines.

75 Chairpersons

A pool of Chairs will be formed by agreement between the University and the NTEU. Chairs of Disciplinary Review Committees must not be University staff members. Chairs appointed to committees will, wherever possible, have experience relevant to the matter before the committee.

76 Policies and Procedures

All staff are subject to, and the University will apply, the University's policies and procedures as they exist, from time to time. However, the University's policies and procedures are not incorporated into and do not form part of this Agreement. To the extent of any inconsistency between a policy or procedure and a term of this Agreement, the term of this Agreement will prevail.

Schedule A - Salaries

General Staff Salaries

All salary increases are effective from the first full pay period commencing on or after the date included in the tables below:

| | 01-Jul-13 1.5% | On signing 1.5% | On signing \$1,200 | 03-May-14 3.0% | 02-May-15 3.0% | 30-Apr-16 3.0% |
|--------------------------------------|-------------------|-----------------------|--------------------------|-------------------|-------------------|----------------------|
| General Staff Hew 1 to 10 | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum |
| HEW 1 (Class No: 1) | | | | | | |
| Step 1 | 39823 | 40420 | 41620 | 42869 | 44155 | 45480 |
| Step 2 | 40618 | 41227 | 42427 | 43700 | 45011 | 46361 |
| Step 3 | 41434 | 42056 | 43256 | 44554 | 45891 | 47268 |
| Step 4 | 42260 | 42894 | 44094 | 45417 | 46780 | 48183 |
| HEW 2 (Class No. 2) | | | | | | |
| Step 1 | 42987 | 43632 | 44832 | 46177 | 47562 | 48989 |
| Step 2 | 43846 | 44504 | 45704 | 47075 | 48487 | 49942 |
| Step 3 | 44721 | 45392 | 46592 | 47990 | 49430 | 50913 |
| HEW 3 (Class No. 3) | | | | | | |
| Step 1 | 45250 | 45929 | 47129 | 48543 | 49999 | 51499 |
| Step 2 | 46157 | 46849 | 48049 | 49490 | 50975 | 52504 |
| Step 3 | 47080 | 47786 | 48986 | 50456 | 51970 | 53529 |
| Step 4 | 48014 | 48734 | 49934 | 51432 | 52975 | 54564 |
| Step 5 | 48979 | 49714 | 50914 | 52441 | 54014 | 55634 |
| Step 6 | 49953 | 50702 | 51902 | 53459 | 55063 | 56715 |
| Step 7 | 50958 | 51722 | 52922 | 54510 | 56145 | 57829 |
| HEW 4 (Class No. 4) | | | | | | |
| Step 1 | 52035 | 52816 | 54016 | 55636 | 57305 | 59024 |
| Step 2 | 53082 | 53878 | 55078 | 56730 | 58432 | 60185 |
| Step 3 | 54143 | 54955 | 56155 | 57840 | 59575 | 61362 |
| Step 4 | 55282 | 56111 | 57311 | 59030 | 60801 | 62625 |
| HEW 5 (Class No. 5) | | | | | | |
| Step 1 | 56565 | 57413 | 58613 | 60371 | 62182 | 64047 |
| Step 2 | 57696 | 58561 | 59761 | 61554 | 63401 | 65303 |
| Step 3 | 58845 | 59728 | 60928 | 62756 | 64639 | 66578 |
| Step 4 | 60027 | 60927 | 62127 | 63991 | 65911 | 67888 |
| Step 5 | 61225 | 62143 | 63343 | 65243 | 67200 | 69216 |
| Step 6 | 62445 | 63382 | 64582 | 66519 | 68515 | 70570 |
| Step 7 | 63694 | 64649 | 65849 | 67824 | 69859 | 71955 |
| HEW 6 (Class No. 6) | | | | | | |
| Step 1 | 65612 | 66596 | 67796 | 69830 | 71925 | 74083 |
| Step 2 | 66918 | 67922 | 69122 | 71196 | 73332 | 75532 |
| Step 3 | 68257 | 69281 | 70481 | 72595 | 74773 | 77016 |
| Step 4 | 69622 | 70666 | 71866 | 74022 | 76243 | 78530 |
| Step 5 | 71022 | 72087 | 73287 | 75486 | 77751 | 80084 |

| | | | | | | |
|------------------------------|--------|--------|--------|--------|--------|--------|
| HEW 7 (Class No. 7) | | | | | | |
| Step 1 | 72402 | 73488 | 74688 | 76929 | 79237 | 81614 |
| Step 2 | 73846 | 74954 | 76154 | 78439 | 80792 | 83216 |
| Step 3 | 75320 | 76450 | 77650 | 79980 | 82379 | 84850 |
| Step 4 | 76831 | 77983 | 79183 | 81558 | 84005 | 86525 |
| Step 5 | 78365 | 79540 | 80740 | 83162 | 85657 | 88227 |
| Step 6 | 79935 | 81134 | 82334 | 84804 | 87348 | 89968 |
| HEW 8 (Class No. 8) | | | | | | |
| Step 1 | 81451 | 82673 | 83873 | 86389 | 88981 | 91650 |
| Step 2 | 83082 | 84328 | 85528 | 88094 | 90737 | 93459 |
| Step 3 | 84738 | 86009 | 87209 | 89825 | 92520 | 95296 |
| Step 4 | 86427 | 87723 | 88923 | 91591 | 94339 | 97169 |
| Step 5 | 88157 | 89479 | 90679 | 93399 | 96201 | 99087 |
| Step 6 | 89922 | 91271 | 92471 | 95245 | 98102 | 101045 |
| Step 7 | 91721 | 93097 | 94297 | 97126 | 100040 | 103041 |
| Step 8 | 93558 | 94961 | 96161 | 99046 | 102017 | 105078 |
| HEW 9 (Class No. 9) | | | | | | |
| Step 1 | 95024 | 96449 | 97649 | 100578 | 103595 | 106703 |
| Step 2 | 96926 | 98380 | 99580 | 102567 | 105644 | 108813 |
| Step 3 | 98861 | 100344 | 101544 | 104590 | 107728 | 110960 |
| Step 4 | 100839 | 102352 | 103552 | 106659 | 109859 | 113155 |
| HEW 10 (Class No. 10) | | | | | | |
| Step 1 | 101814 | 103341 | 104541 | 107677 | 110907 | 114234 |
| Research Assistant | | | | | | |
| Step 1 | 51555 | 52328 | 53528 | 55134 | 56788 | 58492 |
| Step 2 | 53239 | 54038 | 55238 | 56895 | 58602 | 60360 |
| Step 3 | 56466 | 57313 | 58513 | 60268 | 62076 | 63938 |

Casual General Rates – per hour

| | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
|---------------------------------|------------------|-------------------|-------------------|------------------|------------------|------------------|
| Casual HEW 1 to 10 | Per Hour | Per Hour | Per Hour | Per Hour | Per Hour | Per Hour |
| HEW 1 (Class No. 11) | 26.05 | 26.44 | 27.22 | 28.04 | 28.89 | 29.75 |
| HEW 2 (Class No. 12) | 28.12 | 28.54 | 29.32 | 30.20 | 31.11 | 32.05 |
| HEW 3 (Class No. 13) | 29.60 | 30.04 | 30.83 | 31.75 | 32.70 | 33.69 |
| HEW 4 (Class No. 14) | 34.05 | 34.55 | 35.34 | 36.39 | 37.49 | 38.61 |
| HEW 5 (Class No. 15) | 37.00 | 37.55 | 38.34 | 39.49 | 40.67 | 41.89 |
| HEW 6 (Class No. 16) | 42.93 | 43.56 | 44.35 | 45.68 | 47.05 | 48.46 |
| HEW 7 (Class No. 17) | 47.36 | 48.07 | 48.85 | 50.32 | 51.83 | 53.39 |
| HEW 8 (Class No. 18) | 53.28 | 54.08 | 54.86 | 56.51 | 58.20 | 59.95 |
| HEW 9 (Class No.19) | 62.16 | 63.09 | 63.87 | 65.79 | 67.76 | 69.80 |
| HEW 10 (Class No. 20) | 66.60 | 67.60 | 68.38 | 70.44 | 72.55 | 74.72 |
| Casual Research Assistant (148) | 33.05 | 33.54 | 34.31 | 35.34 | 36.40 | 37.50 |

Academic Staff Salaries

| | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
|---|-----------|------------|------------|-----------|-----------|-----------|
| Level A/ Research Fellow Grade 1 | | | | | | |
| Step 1 | 56466 | 57313 | 58513 | 60268 | 62076 | 63938 |
| Step 2 | 59691 | 60586 | 61786 | 63640 | 65549 | 67515 |
| Step 3 | 62917 | 63861 | 65061 | 67013 | 69023 | 71094 |
| Step 4 | 66143 | 67135 | 68335 | 70385 | 72497 | 74672 |
| Step 5 | 68768 | 69800 | 71000 | 73130 | 75324 | 77584 |
| Step 6* | 71389 | 72460 | 73660 | 75870 | 78146 | 80490 |
| Step 7 | 74009 | 75119 | 76319 | 78609 | 80967 | 83396 |
| Step 8 | 76628 | 77777 | 78977 | 81346 | 83786 | 86300 |
| *Any Level A required to carry out full subject co-ordination duties as part of his or her normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower Level A Step 6. | | | | | | |
| Level B/Research Fellow Grade 2 | | | | | | |
| Step 1 | 80666 | 81876 | 83076 | 85568 | 88135 | 90779 |
| Step 2 | 83690 | 84945 | 86145 | 88729 | 91391 | 94133 |
| Step 3 | 86710 | 88011 | 89211 | 91887 | 94644 | 97483 |
| Step 4 | 89742 | 91088 | 92288 | 95057 | 97909 | 100846 |
| Step 5 | 92763 | 94154 | 95354 | 98215 | 101161 | 104196 |
| Step 6 | 95789 | 97226 | 98426 | 101379 | 104420 | 107553 |
| Level C | | | | | | |
| Step 1 | 98813 | 100295 | 101495 | 104540 | 107676 | 110906 |
| Step 2 | 101840 | 103368 | 104568 | 107705 | 110936 | 114264 |
| Step 3 | 104860 | 106433 | 107633 | 110862 | 114188 | 117614 |
| Step 4 | 107889 | 109507 | 110707 | 114028 | 117449 | 120972 |
| Step 5 | 110909 | 112573 | 113773 | 117186 | 120702 | 124323 |
| Step 6 | 113937 | 115646 | 116846 | 120351 | 123962 | 127681 |
| Level D | | | | | | |
| Step 1 | 118979 | 120764 | 121964 | 125623 | 129392 | 133274 |
| Step 2 | 123011 | 124856 | 126056 | 129838 | 133733 | 137745 |
| Step 3 | 127045 | 128951 | 130151 | 134056 | 138078 | 142220 |
| Step 4 | 131078 | 133044 | 134244 | 138271 | 142419 | 146692 |
| Level E | | | | | | |
| Step 1 | 153264 | 155563 | 156763 | 161466 | 166310 | 171299 |

Casual Academic Rates – per hour

| Academic Casual Rates | Class code | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
|--------------------------------|------------|-----------|------------|------------|-----------|-----------|-----------|
| Lecturing Rate | | | | | | | |
| Repeat Lecture | 151/1 | 107.30 | 108.90 | 110.44 | 113.76 | 117.18 | 120.68 |
| Basic Lecture | 151/2 | 160.94 | 163.35 | 165.66 | 170.64 | 175.77 | 181.02 |
| Developed Lecture | 151/3 | 214.59 | 217.80 | 220.88 | 227.52 | 234.36 | 241.36 |
| Specialise Lecture | 160 | 268.24 | 272.25 | 276.10 | 284.40 | 292.95 | 301.70 |
| Tutoring Rate | | | | | | | |
| Tutorial | 154 | 114.79 | 116.52 | 118.83 | 122.40 | 126.03 | 129.84 |
| Repeat Tutorial | 152 | 76.53 | 77.68 | 79.22 | 81.60 | 84.02 | 86.56 |
| Marking Rate | | | | | | | |
| Standard Marking | 158/1 | 38.26 | 38.84 | 39.61 | 40.80 | 42.01 | 43.28 |
| Significant Judgement | 157 | 53.65 | 54.45 | 55.22 | 56.88 | 58.59 | 60.34 |
| Clinical Nurse Educator | | | | | | | |
| Small Preparation | 178/1 | 57.40 | 58.26 | 59.42 | 61.20 | 63.02 | 64.92 |
| Normal Preparation | 178/2 | 76.53 | 77.68 | 79.22 | 81.60 | 84.02 | 86.56 |
| Musical Accompanist | 178/2 | 76.53 | 77.68 | 79.22 | 81.60 | 84.02 | 86.56 |
| Other Activities | 161/1 | 38.26 | 38.84 | 39.61 | 40.80 | 42.01 | 43.28 |
| Casual Research Fellow | | | | | | | |
| Casual Research Fellow | 172/1 | 36.20 | 36.74 | 37.51 | 38.64 | 39.79 | 40.99 |

Casual Academic Rates – Holds Ph.D. or performs Full Subject Coordination – per hour

| Academic Casual Rates | Class code | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
|---------------------------|------------|-----------|------------|------------|-----------|-----------|-----------|
| Tutoring Rate | | | | | | | |
| Tutorial | 155/2 | 137.29 | 139.35 | 141.63 | 145.92 | 150.27 | 154.80 |
| Repeat Tutorial | 155/1 | 91.52 | 92.90 | 94.42 | 97.28 | 100.18 | 103.20 |
| Marking Rate | | | | | | | |
| Standard Marking | 158/2 | 45.76 | 46.45 | 47.21 | 46.89 | 47.18 | 47.48 |
| Clinical Educators | | | | | | | |
| Small Preparation | 179/1 | 68.64 | 69.68 | 70.82 | 72.96 | 75.14 | 77.40 |
| Normal Preparation | 179/2 | 91.52 | 92.90 | 94.42 | 97.28 | 100.18 | 103.20 |
| Musical Accompanist | 179/2 | 91.52 | 92.90 | 94.42 | 97.28 | 100.18 | 103.20 |
| Other Activities | 161/2 | 45.76 | 46.45 | 47.21 | 48.64 | 50.09 | 51.60 |

Schedule B - Higher Education Workers Descriptors

The general staff classification descriptors for Higher Education Worker (HEW) levels 1 to 10 are set out below.

Higher Education Worker Level 1

Training Level or Qualifications - General staff members at the base level of this level would not be required to have formal qualifications or work experience upon engagement.

General staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of Induction to the higher education industry which shall provide information on the University, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the University/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational Equivalent - Cleaner, Labourer, Trainee for Level 2 duties.

Level of Supervision - Close supervision or, in the case of more experienced staff working alone, routine supervision.

Task Level:

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

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

Judgement, Independence and Problem Solving - Resolve problems where alternatives for the job-holder are limited and the required action is clear or can be readily referred to higher levels.

Typical Activities - Perform a range of industrial cleaning tasks, move furniture, assist Trades personnel with manual duties.

Higher Education Worker Level 2

Training Level or Qualifications - Persons employed at level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.

Occupational Equivalent - Clerk, Security Patrol Officer

Level of Supervision - Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

Task Level:

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

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

Judgement, Independence and Problem Solving - Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical Activities - Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval. Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

Higher Education Worker Level 3

Training Level or Qualifications - Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a Trades Certificate: or
- completion of year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational Equivalent - Trades person. Technical Assistant/Technical Trainee, Clerical/Secretarial.

Level of Supervision - In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Task Level - Some complexity. Apply body of knowledge equivalent to Trade Certificate, including diagnostic skills and assessment of the best approach to a given task.

Organisational Knowledge - Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, Independence and Problem Solving - Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

Typical Activities - In trades positions, apply the skills taught in a trade certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and

equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In Technical positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens;
- assist with the feeding and care of animals.

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

In Clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;
- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to appropriate personnel;
- process accounts for payment.

Higher Education Worker Level 4

Training Level or Qualifications - Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an Associate Diploma level qualifications with relevant work experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a Post-Trades Certificate or Advanced Certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Technical officer or technician, clerical/secretarial above Level 3, advanced trades person

Level of Supervision - In Technical positions routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

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

Organisational Knowledge - Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

Judgement, Independence and Problem Solving - In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Organisational Knowledge - Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Typical Activities

In Trades positions:

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

In Technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- demonstrate the use of equipment and prepare reports of technical nature as directed.

In Library Technician positions:

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

In Clerical/Secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desk top publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications;
- provide advise to students on enrolment procedures and requirements administer enrolment and course progression records.

Higher Education Worker Level 5

Training Level or Qualifications - Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a Degree without subsequent relevant work experience; or
- completion of an Associate Diploma and at least two years subsequent relevant work experience; or
- completion of a Post-Trades Certificate or Advanced Certificate and extensive relevant experience as a Technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced Computer Systems Officer); Administrator with responsibility for advice and determinations; experienced Technical Officer.

Level of Supervision - In professional positions, routine supervision to general direction, depending on tasks involved and experience. In Technical positions, general direction and may supervise other staff.

Task Level - Apply body of broad technical knowledge and experience at a more advanced level than 4, including the development of areas of specialist expertise. In Professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Judgement, Independence and Problem Solving - In Professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In Administrative positions, may also apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

Typical Activities

In Technical positions:

- develop new equipment to general specifications
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In Library Technician positions, perform at a higher level than Level 4, including;

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

In Administrative positions, responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In Professional positions and under professional supervision:

- work as part of a research team in a support role

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

Higher Education Worker Level 6

Training Level or Qualifications - Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a Degree with subsequent relevant experience; or
- extensive experience and specialist knowledge or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Graduate or Professional with subsequent relevant work experience (including a Computer Systems Officer with some experience); Line Manager; experienced Technical Specialist and/or Technical Supervisor.

Level of Supervision - In Professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task Level - Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. General staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In Technical and Administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational Knowledge - Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

Judgement, Independence and Problem Solving - Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems: analyse and report on data and experiments.

Typical Activities

In Technical positions:

- manage a teaching or research laboratory or a field station
- provide highly specialised technical services
- set up complex experiments
- design and construct complex or unusual equipment to general specifications
- assist honours and post graduate students with their laboratory requirements
- install, repair, provide and demonstrate computer services in laboratories.

In Administrative positions:

- provide financial, policy and planning advice
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

In Professional positions:

- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide Counselling services
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

Higher Education Worker Level 7

Training Level or Qualifications - Persons employed at level 7 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a Degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Senior Librarian, Technical Manager, Senior Professional or Scientific Officer, Senior Administrator in a small less complex faculty.

Level of Supervision - Broad direction. May manage other administrative, technical and/or professional staff.

Task Level - Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

Organisational Knowledge - Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.

Judgement, Independence and Problem Solving - Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Typical Activities - In a library, combine specialist expertise and responsibility for managing a library function; in student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; in technical manager positions, the management of teaching and research facilities for a department or school; in research positions,

acknowledged expertise in a specialised area or a combination of technical management and specialist research. In administrative positions provide less senior administrative support to relatively small and less complex facilities or equivalent.

Higher Education Worker Level 8

Training Level or Qualifications - Persons employed at level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Researcher of national standing; manager; senior school or faculty administrator.

Level of Supervision - Broad direction. May manage other administrative, technical and/or professional staff.

Task Level - Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

Organisational Knowledge - The general staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the University's operations.

Judgement, Independence and Problem Solving - Responsible for programme development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical Activities - Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 9

Training Level or Qualifications - Persons employed at level 9 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

Occupational Equivalent - Researcher of national or international standing; manager; senior school or faculty administrator.

Level of Supervision - Broad direction. Will manage other administrative, technical and/or professional staff.

Task Level - Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

Organisational Knowledge - Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the University's operations.

Judgement, Independence and Problem Solving - Responsible for programme development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical Activities - Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

Higher Education Worker Level 10

Training Level or Qualifications - Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas
- postgraduate qualifications and extensive relevant experience.

Occupational Equivalent - Senior Program, Research or Administrative Manager

Level of Supervision - Broad direction. Will manage other administrative, technical and/or professional staff.

Task Level - Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

Organisational Knowledge - bring a multi perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Judgement, Independence and Problem Solving - Be fully responsible for the achievement of significant organisational objectives and programs.

Typical Activities - Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgment are required; provide senior administrative support to the most complex schools and faculties, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

Schedule C – Teachers - Deakin University English Language Institute Conditions of Employment

1 Arrangement

| Clause Number | Subject Matter |
|---------------|---------------------------------------|
| 1 | Arrangement |
| 2 | Incidence and Parties Bound |
| 3 | Definitions |
| 4 | Mode of Employment |
| 5 | Salaries |
| 6 | Position of Responsibility Allowances |
| 7 | Casual Rates |
| 8 | Salary Rates |
| 9 | Redundancy |

2 Incidence And Parties Bound

- 2.1 Schedule C of this Agreement will apply to the University and all staff members employed by the University at the University's English Language Institute.
- 2.2 The terms set out in this Schedule will apply to any staff member as defined in clause 2 as will the conditions and terms of employment in Parts 1 to 9 of this Agreement other than clauses 10-16, 18–20, 24, 31, 32, 36, 50, 52, 53, 55, 59, 65 and 69.

3 Definitions

- 3.1 "DUELI" means the Deakin University English Language Institute.
- 3.2 "ELICOS" means English Language Intensive Course for Overseas Students.
- 3.3 "TESOL" means Teaching English to Speakers of Other Languages.
- 3.4 "Staff member" means a person employed principally to teach ELICOS, TESOL or other non-award English language courses in DUELI.

4 Mode of Employment

- 4.1 Staff members may be employed on a full-time, part-time or casual basis.
- 4.2 A full-time staff member is a staff member other than a part-time or casual staff member.
- 4.3 A part-time staff member is one who is employed to work a fixed number of hours per week, which is less than the weekly ordinary hours of work for a full-time staff member. Entitlements under this

Agreement, including the requirement to teach a particular number of hours, will be calculated on a pro rata basis by reference to the staff member's ordinary hours of work.

- 4.4 Full-time and part-time staff members may be employed on a continuing basis or for a period of fixed-term employment. Fixed-term contracts other than for a replacement staff member will be for a period of at least one year and one day.
- 4.5 A casual staff member is one who is employed by the hour and who works less than the weekly ordinary hours of work for a full-time staff member.
- 4.6 DUELI will during the life of the Agreement, ensure a staffing teaching profile that reflects a minimum of 25% ongoing staff, 35% fixed-term staff and a maximum of 40% casual staff. This will include a six monthly review of the number of positions that will be converted to continuing appointments based upon average number of DUELI classes per intake based on an average of 15 students per class. This will be calculated over the previous two years. This review will be undertaken at the middle and end of each year.

The number of continuing and contract positions available can then be determined based on the average number of full time equivalent teachers required per intake.

Within two months of a review, DUELI, in consultation with NTEU, will determine the number of positions (if any) to be converted to in accordance with this clause.

Once the continuing number of positions is determined DUELI will invite all current fixed-term staff members to apply for conversion. Selection will be based on merit against the selection criteria for the position/s in accordance with the University's normal selection processes.

Once this continuing conversion process is completed, all current DUELI casual staff will be able to apply for any subsequent fixed-term vacancies that have become available as a result of the conversion process included above. Selection will be based on merit against the selection criteria for the position/s in accordance with the University's normal selection processes.

- 4.7 A full time continuing or fixed term staff member will undertake up to 20 hours per week teaching which may be averaged across the intake period where exceptional circumstances require additional hours to be taught in a particular week. Such additional hours in the particular week will be reasonable and agreed to between the staff member and their supervisor.

5 Salaries

- 5.1 The minimum salary levels payable to full-time staff members covered by this Schedule will be in accordance with clause 8 of this Schedule.
- 5.2 On appointment, a staff member will be placed on a salary level commensurate with the minimum salary level for his or her qualifications and experience by reference to clause 5.3.

Category A commences at Level 8 with a maximum of Level 13

Category B commences at Level 7 with a maximum of Level 13

Category C commences at Level 6 with a maximum of Level 13

Category D commences at Level 5 with a maximum of Level 9

Provided that a Category D staff member who achieves Level 9 may be promoted beyond that level where that staff member can demonstrate that he or she is able to carry out the full range of duties carried out by a Category A, B or C staff member.

Teacher Categories

5.3 Based on an assessment of a teacher's qualifications, a staff member will be assigned to one of the following categories:

Category A

Master of Education (TESOL/LOTE), Master TESOL and/or equivalent, Graduate Degree and Diploma of Education or equivalent and either a diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or
Degree and Diploma including LOTE/TESOL method.

Category C

Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or
Any Degree/Diploma (3 year minimum) including LOTE/TESOL method.

Category D

Other qualifications not provided for above and/or expected to acquire minimum TESOL qualifications.

5.4 Staff members will be accredited with teaching experience and be allocated a higher salary in accordance with the following:

- a) one increment for each year of full-time TESOL teaching or equivalent;
- b) one increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.

5.5 A staff member will proceed through the incremental scale of his or her classification level subject to the staff member's satisfactory performance, as assessed by the University.

6 Position of Responsibility Allowances

6.1 Where a Position of Responsibility is required, it will be determined in accordance with the position classification standards determined by the University.

6.2 There will be three levels of allowances. The rates are specified in clause 8.

- a) Position of Responsibility Allowance Level 1
- b) Position of Responsibility Allowance Level 2

c) Position of Responsibility Allowance Level 3

6.3 Position of Responsibility Allowances will be paid in accordance with the following criteria:

- a) Co-ordinating 2- 5 classes: one non-teaching day co-ordinating per week, per student intake - Position of Responsibility Allowance Level 1;
- b) Co-ordinating 6 - 7 classes: 2 non-teaching days co-ordinating per week, per student intake - Position of Responsibility Allowance Level 2;
- c) Co-ordinating 8 - 10 classes: 3 non-teaching days co-ordinating per week, per student intake - Position of Responsibility Allowance Level 3.

6.4 A staff member may be appointed to a Position of Responsibility for a period of up to five years.

6.5 A Position of Responsibility Allowance will be paid in addition to the substantive salary of the staff member appointed to the Position of Responsibility.

6.6 A staff member required to undertake on-call emergency teaching phone duties will be paid at Position of Responsibility Allowance Level 3 for the hours worked on-call.

6.7 The parties acknowledge that salaries paid by DUELI are for the delivery of programs as directed by DUELI. Should DUELI seek to deliver a new non-ELICOS/non-English language/academic skills program to be taught by DUELI staff then it will prior to any such delivery consult with staff and the NTEU. DUELI agrees the class size of any program it requires staff to deliver will not exceed the TEQSA standard for ELICOS programs (whether the program is an ELICOS program or not.)

7 Casual Rates

7.1 The casual rates are inclusive of all preparation required and include a 25% loading in lieu of recreation leave, recreation leave loading, sick leave and any other leave, excluding long service leave.

7.2 A casual staff member will be paid the minimum rates as specified in clause 8.

7.3 The non-teaching rate will be paid for all work other than delivery of teaching and the work compensated for in that rate. This includes, but is not limited to, marking of examinations, attendance at any meetings as required, in-house professional development, assisting at student orientation and excursions.

7.4 The casual teaching rate includes payment for all marking that is required to be undertaken that arises out of the class for which payment has already been made. The casual teaching rate does not include payment for marking of mid or end of period examinations. Marking of these examinations will be paid at the non-teaching rate up to a maximum of 10 hours payment for all marking in each examination period.

8 Salary Rates

8.1 Clause 2 of this Agreement provides for salary increases. These increases are effective from the first full pay period commencing on or after the dates set out in the tables below.

| CLASSIFICATION | | | | | | |
|-----------------------------------|------------------|-------------------|-------------------|------------------|------------------|------------------|
| Effective Date of Increase | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
| Salary Increase | 1.5% | 1.5% | \$1,200 | 3.0% | 3.0% | 3.0% |
| ELICOS | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum |
| Level 1 (Class No. E1) | 48547 | 49275 | 50475 | 51989 | 53549 | 55155 |
| Level 2 (Class No. E2) | 49411 | 50152 | 51352 | 52893 | 54480 | 56114 |
| Level 3 (Class No. E3) | 50972 | 51737 | 52937 | 54525 | 56161 | 57846 |
| Level 4 (Class No. E4) | 52745 | 53536 | 54736 | 56378 | 58069 | 59811 |
| Level 5 (Class No. E5) | 55505 | 56338 | 57538 | 59264 | 61042 | 62873 |
| Level 6 (Class No. E6) | 57345 | 58205 | 59405 | 61187 | 63023 | 64914 |
| Level 7 (Class No. E7) | 59187 | 60075 | 61275 | 63113 | 65006 | 66956 |
| Level 8 (Class No. E8) | 61028 | 61943 | 63143 | 65037 | 66988 | 68998 |
| Level 9 (Class No. E9) | 62880 | 63823 | 65023 | 66974 | 68983 | 71052 |
| Level 10 (Class No. E10) | 65262 | 66241 | 67441 | 69464 | 71548 | 73694 |
| Level 11 (Class No. E11) | 67479 | 68491 | 69691 | 71782 | 73935 | 76153 |
| Level 12 (Class No. E12) | 69438 | 70480 | 71680 | 73830 | 76045 | 78326 |
| Level 13 (Class No. E13) | 71581 | 72655 | 73855 | 76071 | 78353 | 80704 |

| ELICOS Responsibility Allowance | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum | Per Annum |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| Level 1 | 1755 | 1781 | 1781 | 1834 | 1889 | 1946 |
| Level 2 | 3510 | 3563 | 3563 | 3670 | 3780 | 3893 |
| Level 3 | 5265 | 5344 | 5344 | 5504 | 5669 | 5839 |

| Effective Date of Increase | 01-Jul-13 | On signing | On signing | 03-May-14 | 02-May-15 | 30-Apr-16 |
|--|------------------|-------------------|-------------------|------------------|------------------|------------------|
| Salary Increase | 1.5% | 1.5% | \$1,200 | 3.0% | 3.0% | 3.0% |
| Casual ELICOS | Per Hour | Per Hour | Per Hour | Per Hour | Per Hour | Per Hour |
| Casual Face to Face Teaching (Class No. EC1) | 66.03 | 67.02 | 67.65 | 69.68 | 71.77 | 73.92 |
| Casual Non Teaching Duties (Class No. EC2) | 34.77 | 35.29 | 35.92 | 37.00 | 38.11 | 39.25 |

9 Redundancy

9.1 Where the University decides that the staff member's position is no longer required as a consequence of changed circumstances, including changes in work methods, reorganisation, financial exigency, introduction of new technology, the staff member, or where the affected staff member chooses a nominated representative in accordance with clause 6 of this Agreement will be informed as soon as practicable and provided with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy.

9.2 After considering the response of the staff member, or where the affected staff member chooses a nominated representative in accordance with clause 6 of this Agreement, Deakin will advise the

staff member if he/she is deemed surplus. If declared surplus the staff member will receive the notice period prescribed in clause 9.9 of this Schedule in order to explore redeployment options.

Redeployment

9.3 The University will take reasonable action to place the staff member in other suitable employment within the University, or arrange training for such alternative employment within the University International.

Suitable vacant position means a vacant position:

- For which the staff member meets the essential requirements; and
- Which the staff member could perform satisfactorily within what is in all circumstances, a reasonable time; and
- Which is to be filled at the same fraction of full-time or part-time as the staff member was employed in the redundant position (or an alternative fraction if the staff member agrees).

9.4 Where the staff member has received notification of being declared surplus, the staff member will be entitled, with full pay, to attend necessary employment interviews as approved by the Executive Director, Human Resources Division.

9.5 Where in the opinion of the University it is necessary for a transferred staff member to move his/her household to a new location to take up a new position within the University the staff member will be entitled to be reimbursed for reasonable expenses associated with the move as approved in advance by the Director, Human Resources Services Division, provided that the staff member may, with reasonable cause, refuse a geographic relocation without loss of any entitlement under this clause.

Termination

9.6 Where the University offers to redeploy the staff member into another position of comparable remuneration and this offer is rejected by the staff member, the University may terminate the staff member with two weeks' notice or the remainder of the notice stipulated in clause 9.9 of this Schedule, whichever the greater, and without payment of any redundancy pay and payment for accrued long service leave calculated in accordance with the provisions of clause 9.7 of this Schedule.

9.7 Where redeployment is not possible:

- a) The staff member's services will be terminated at the expiration of the notice period in clause 9.9 of this Schedule providing this notice period does not extend the staff members employment beyond any agreed retirement date; and
- b) The staff member will receive redundancy pay calculated in accordance with the following table in addition to receiving a payment for accrued, but undertaken, recreation and payment for accrued long service leave, provided the staff member has continuous service with the University of at least three years.

c)

| Period of continuous service | Redundancy Pay |
|-------------------------------------|-----------------------|
| Less than 1 year | NIL |
| 1 year and less than 2 years | 4 weeks' pay |
| 2 years and less than 3 years | 6 weeks' pay |
| 3 years and less than 4 years | 7 weeks' pay |
| 4 years and less than 5 years | 8 weeks' pay |

For each completed year of continuous service over five years, a staff member will be entitled to a further two weeks redundancy pay per year.

Appeals

9.8 The staff member may appeal in writing against his/her position being declared redundant on the grounds that the process used in determining the position being surplus had not been followed correctly. The appeal should be made to the Executive Director, Human Resources Division and should be made within 48 hours of advice of redundancy under clause 9.6 or 9.7 of this Schedule above.

Notice Period

9.9 The University will provide a staff member with a four weeks' notice period before termination. A staff member who is over 45 years of age will be provided with an additional one week's notice before termination for redundancy.

10 Excursion Rates

Staff members will not be required to supervise study tour excursions of more than six hours. Staff who volunteer to supervise study tours will be paid five hours at the casual face to face teaching rate and the remainder of hours worked at the casual non-teaching duties rate.

Schedule D – Supported Wage

1 Supported Wage Scheme (Disabled Staff)

- 1.1 This Schedule defines the conditions which will apply to staff members who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this Schedule, the following definitions will apply:
- a) Approved 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.
 - b) Assessment Instrument means the tool 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.
 - c) 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* (or its successor legislation), as amended from time to time, or any successor to that scheme.
 - d) Relevant Minimum Wage means the minimum wage prescribed in this Agreement for the class of work for which a staff member is engaged.
 - e) Supported Wage System (SWS) 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. The Handbook is available from the following website: www.jobaccess.gov.au.
 - f) SWS Wage Assessment Agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the staff member's productive capacity and agreed wage rate.

Eligibility Criteria

- 1.2 Staff members covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the staff member is employed under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 1.3 The clause does not apply to any existing staff member who has a claim against the University which is subject to the provisions of workers' compensation legislation relating to the rehabilitation of staff members who are injured in the course of their employment.

Supported Wage Rates

- 1.4 Staff members to whom this Schedule applies will be paid the applicable percentage of the salary, as set out in Schedule A of this Agreement applicable to those staff members, for the class of work which the person is performing according to the following schedule:

| Assessed Capacity (see clause 1.6 below) | % of Prescribed Rate in Schedule A of this Agreement |
|--|---|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

1.5 Provided that the minimum amount payable must be not less than \$69 per week.

1.6 Where a staff member's capacity is 10%, he or she must receive a high degree of assistance and support.

Assessment of Capacity

1.7 For the purpose of establishing the percentage of the rate to be paid to a staff member under Schedule D of this Agreement, 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:

- a) The University and the NTEU, in consultation with the staff member or, if desired by any of these;
- b) The University and an accredited Assessor from a panel agreed by the parties to this agreement and the staff member.

1.8 All assessments made under this clause must be documented in an SWS wage assessment agreement to be retained by the University as a time and wages record.

Lodgement of Assessment Instrument

1.9 All SWS wage assessment agreements under the condition of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the staff member, will be lodged by the University with the Fair Work Commission (or its successor).

1.10 All SWS wage assessment agreements will be agreed and signed by the parties to the assessment. Where the NTEU is not a party to the assessment, the assessment will be referred by the Industrial Registrar (or its successor) to the NTEU by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of Assessment

- 1.11 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System (or its successor).

Other Terms and Conditions of Employment

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

Workplace Adjustment

- 1.13 If the University wishes to employ a person under the provisions of this Schedule, it 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 workers in the area.

Trial Period

- 1.14 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 Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 1.15 During the trial period, the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 1.16 The minimum amount payable to the staff member during the trial period will be no less than \$69.00 per week. The minimum payable will be increased over the life of this Agreement in line with the salary increases paid to all staff under clause 2 of this Agreement.
- 1.17 Work trials should include induction or training as appropriate to the job being trialled.
- 1.18 Where the University and staff member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Schedule D, clause 1.4.

Schedule E – Traineeships

1 Arrangement

| Clause Number | Subject Matter |
|---------------|-------------------------------|
| 1 | Arrangement |
| 2 | Application |
| 3 | Definitions |
| 4 | Training conditions |
| 5 | Employment conditions |
| 6 | Wages |
| 7 | Dispute settlement procedures |
| 8 | Part time traineeships |
| 9 | Skills Levels |

2 Application

2.1 Schedule E of this Agreement will apply to persons:

- a) who are undertaking a Traineeship (as defined); and
- b) who are employed by the University.

2.2 Schedule E does not apply to the apprenticeship system or training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship binding upon the University.

2.3 Schedule E will cease to apply to the employment of the Trainee at the conclusion of the Traineeship and the relevant provisions of this Agreement will apply to the staff member (the former Trainee).

3 Definitions

3.1 "Approved Training" means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

3.2 "Trainee" is an individual who is a signatory to a training agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.

3.3 "Traineeship" means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package

developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.

- 3.4 "Training Agreement" means an agreement for a Traineeship made between the University and a Trainee which is registered with the relevant State or Territory Training Authority.
- 3.5 "Training Package" means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- 3.6 "Training Plan" means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.
- 3.7 "Traineeship Scheme" means an approved Traineeship applicable to a group or class of staff members or to an industry or sector of an industry or an enterprise, which has been approved by the relevant State or Territory Training Authority.
- 3.8 References in this Agreement to the relevant State or Territory Training Authority mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.
- 3.9 Relevant State or Territory legislation means the following:
- | | |
|-------------------------------|---|
| Western Australia: | Vocational Educational and Training Act 1996 |
| Northern Territory: | Northern Territory Employment and Training Authority Act 1991 |
| Victoria: | Vocational Education and Training Act 2006 |
| New South Wales: | Apprenticeship and Traineeship Act 2001 |
| Australian Capital Territory: | Training and Tertiary Education Act 2003 |
| Queensland: | Vocational Education Training and Employment Act 2000 |
| South Australia: | Training and Skills Development Act 2008 |
| Tasmania: | Vocational Education and Training Act 1994 |
- or any successor legislation.
- 3.10 Year 10 - for the purposes of Schedule E any person leaving school before completing Year 10 will be deemed to have completed Year 10.

4 Training Conditions

- 4.1 The Trainee will attend an approved training course or training program prescribed in the Training Agreement or as notified to the Trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes.
- 4.2 Employment as a Trainee under this Schedule will not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the University and the Trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format, employment as a Trainee will not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. The University will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.
- 4.3 The University will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 4.4 The provisions of the relevant State and Territory legislation dealing with the monitoring by officers of the relevant State or Territory Training Authority and the use of training records or work books as part of this monitoring process will apply to Traineeships under this Schedule.

5 Employment Conditions

- 5.1 A full-time Trainee will be employed for a maximum period of one year provided that a Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the University. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. A part-time Trainee will be engaged in accordance with the provisions of clause 8 - Part-time Traineeships under this Schedule.
- 5.2 Where the Trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the Traineeship may be concluded by agreement.
- 5.3 Termination of the employment of Trainees is dealt with in either the Training Agreement or in the relevant State or Territory training legislation. The University, in initiating such action, will give written notice to the Trainee at the time the action is commenced.
- 5.4 The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the Approved Training.
- 5.5 Where the employment of a Trainee by the University is continued after the completion of the Traineeship period, such Traineeship period will be counted as service for the purposes of this Agreement or any other legislative entitlements.

- 5.6 Reasonable overtime may be worked by the Trainee provided that it does not affect the successful completion of the Approved Training.
- 5.7 No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.
- 5.8 No Trainee will work shiftwork unless the shiftwork makes satisfactory provision for Approved Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- 5.9 The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement, unless this Agreement makes specific provision for a Trainee to be paid at a higher rate, or the University and the Trainee agree in writing that the Trainee will be paid at a higher rate, in which case the higher rate will apply.
- 5.10 All other terms and conditions in this Agreement that are applicable to the Trainee or would be applicable to the Trainee, but for this Schedule will apply.
- 5.11 A Trainee who fails to either complete the Traineeship or who cannot, for any reason, be placed in full-time employment with the University on successful completion of the Traineeship, will not be entitled to any severance payments payable under this Agreement, or provisions similar to these provisions.
- 5.12 It is not intended that existing staff members will be displaced from employment by Trainees.

6 Wages

- 6.1 The minimum weekly wages payable to full-time Trainees will be as provided in clauses 6.4 to 6.7 of this Schedule and will be increased in line with the salary increases paid to staff members over the life of the Agreement, as set out in clause 2 of this Agreement.
- 6.2 The wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes Approved Training.
- 6.3 The wage rates set out in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

6.4 Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

| School Leaver | Highest Year of Schooling Completed | | |
|----------------------------|-------------------------------------|--------------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| | 211.00 (50%)* | 263.00 (33%) | |
| | 247.00 (33%) | 295.00 (25%) | 357.00 |
| Plus 1 year out of school | 295.00 | 357.00 | 409.00 |
| Plus 2 years out of school | 357.00 | 415.00 | 483.00 |
| Plus 3 years out of school | 415.00 | 483.00 | 552.00 |
| Plus 4 years out of school | 483.00 | 552.00 | |
| Plus 5 years or more | 552.00 | | |

6.5 Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

| School Leaver | Highest Year of Schooling Completed | | |
|----------------------------|-------------------------------------|--------------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| | 248.00 (50%)* | 308.00 (33%) | |
| | 289.00 (33%) | 346.00 (25%) | 404.00 |
| Plus 1 year out of school | 346.00 | 404.00 | 464.00 |
| Plus 2 years out of school | 404.00 | 464.00 | 546.00 |
| Plus 3 years out of school | 464.00 | 546.00 | 621.00 |
| Plus 4 years out of school | 546.00 | 621.00 | |
| Plus 5 years or more | 621.00 | | |

6.6 Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

| School Leaver | Highest Year of Schooling Completed | | |
|----------------------------|-------------------------------------|--------------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| | 248.00 (50%)* | 308.00 (33%) | |
| | 289.00 (33%) | 346.00 (25%) | 394.84 |
| Plus 1 year out of school | 346.00 | 394.84 | 443.00 |
| Plus 2 years out of school | 394.84 | 443.00 | 497.00 |
| Plus 3 years out of school | 443.00 | 497.00 | 554.00 |
| Plus 4 years out of school | 497.00 | 554.00 | |
| Plus 5 years or more | 554.00 | | |

6.7 School based traineeships

| | Year of Schooling | |
|---|-------------------|---------|
| | Year 11 | Year 12 |
| | \$ | \$ |
| School based traineeships Skill Levels A, B and C | 317.00 | 346.00 |

**Figures in brackets indicate the average proportion of time spent in Approved Training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.*

6.8 The rates of pay in this Schedule absorb, to the extent permitted, any increases that result from the minimum wage decisions of the Fair Work Commission (or its successor).

6.9 Clause 9 of this Schedule sets out the skill level of a Traineeship.

6.10 For the purposes of this Schedule, out of school will refer only to periods out of school beyond Year 10, and will be deemed to:

- a) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- b) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- c) not include any period during a calendar year in which a year of schooling is completed; and
- d) have effect on an anniversary date being January 1 in each year.

7 Dispute Settling Procedures

7.1 For matters not dealt with in the relevant State or Territory training legislation, the dispute settling procedures in this Agreement will apply to Trainees.

8 Part Time Traineeships

8.1 This clause will apply to Trainees who undertake a Traineeship on a part-time basis by working less than full-time hours and by undertaking the Approved Training at the same or lesser training time than a full-time Trainee.

8.2 The tables below set out the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in Approved Training. These rates are derived from a 38 hour week. These hourly rates will be increased in line with the salary increases paid to staff members over the life of this Agreement, as set out in clause 2 of this Agreement.

Table 1: Trainees who have left school (\$ per hour)

| Skill Level A | Highest Year of Schooling Completed | | |
|-----------------------------|-------------------------------------|---------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| School leaver | 10.41 | 11.39 | 13.77 |
| 1 year after leaving school | 11.39 | 13.77 | 16.00 |
| 2 years plus | 13.77 | 16.00 | 18.62 |
| 3 years plus | 16.00 | 18.62 | 21.28 |
| 4 years plus | 18.62 | 21.28 | |
| 5 years plus | 21.28 | | |

| Skill Level B | Highest Year of Schooling Completed | | |
|-----------------------------|-------------------------------------|---------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| School leaver | 10.41 | 11.39 | 13.28 |
| 1 year after leaving school | 11.39 | 13.28 | 15.26 |
| 2 years plus | 13.28 | 15.26 | 17.94 |
| 3 years plus | 15.26 | 17.94 | 20.41 |
| 4 years plus | 17.94 | 20.41 | |
| 5 years plus | 20.41 | | |

| Skill Level C | Highest Year of Schooling Completed | | |
|-----------------------------|-------------------------------------|---------|---------|
| | Year 10 | Year 11 | Year 12 |
| | \$ | \$ | \$ |
| School leaver | 10.41 | 11.39 | 12.99 |
| 1 year after leaving school | 11.39 | 12.99 | 14.59 |
| 2 years plus | 12.99 | 14.59 | 16.35 |
| 3 years plus | 14.59 | 16.35 | 18.22 |
| 4 years plus | 16.35 | 18.22 | |
| 5 years plus | 18.22 | | |

Table 2: School based traineeships (\$ per hour)

| | Year of Schooling | |
|-------------------------|-------------------|---------|
| | Year 11 | Year 12 |
| | \$ | \$ |
| Skill Levels A, B and C | 10.41 | 11.39 |
| 25% Loading | 13.02 | 14.24 |

8.3 The hours for which payment will be made are determined as follows:

- a) Where the Approved Training for a Traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates will apply only to the total hours worked by the part-time Trainee on-the-job.
- b) Where the Approved Training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in Approved Training is 20% (ie. the same as for the equivalent full-time Traineeship).
- c) If the training is solely on-the-job, then the total hours on-the-job will be multiplied by the applicable hourly rate, and then 20% will be deducted.
- d) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training will be multiplied by the applicable hourly rate, and then 20% will be deducted.

Note: 20% is the average proportion of time spent in Approved Training which has been taken into account in setting the wage rates for most full-time Traineeships. Where the full-time weekly ordinary hours of work are not 38, the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the full-time weekly ordinary hours.

General Formula

8.4 For Traineeships not covered by the provisions set out above, the following formula for the calculation of wage rates will apply:

- 8.5 The wage rate will be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the Traineeship which may also be varied on the basis of the following formula:

Full-time wage rate x Trainee hours - average weekly training time

Note: Average weekly training time is based upon the length of the Traineeship specified in the Traineeship agreement or Training Agreement as follows: 7.6×12 , Length of the traineeship in months

Employment conditions for all part-time Trainees

- 8.6 A part-time Trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All the provisions of this Schedule will apply to part-time Trainees, except as specified in clause 8.7 of this Schedule.
- 8.7 However, a Trainee undertaking a school based traineeship may, with the agreement of the Trainee, be paid an additional loading of 25% on all ordinary hours of work in lieu of recreation leave, sick leave, personal leave and University holidays. Notwithstanding this, where a Trainee is called upon to work on a University holiday, the provisions of the relevant award will apply.
- 8.8 A part-time Trainee may, by agreement, transfer from a part-time to a full-time Traineeship position should one become available.
- 8.9 The minimum employment periods specified in this Agreement will also be applicable to part-time trainees.

9 Skill Levels

Current Traineeships and skill levels applicable at the University include:

Skill Level A - Administration (all areas), Information Technology, Finance, Engineering, Education, Health Sector, Horticulture, Communications, Disability, Construction Worker Grade 2, Library Assistant, Media Journalism.

Skill Level B - Electrical, Fitness Instruction, Print Design and Production, Warehousing and Distribution.

Skill Level C - Grounds Maintenance.

Schedule F - General Staff Conversion from Casual to Non-Casual Employment

- 1 A casual general staff member may apply in writing to convert their employment to non-casual employment, subject to meeting the conditions set out in this Schedule. A copy of these provisions will be made available to staff members who meet the conditions set out in this Schedule and staff members will be informed of these provisions from time to time.
- 2 The employment of a casual general staff member will not be adversely affected in order to avoid the intended operation of, or any obligations under this clause.
- 3 To be eligible to apply for conversion, a casual general staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same budget centre, either:
 - a) over the immediately preceding period of 12 months with the average weekly hours worked to be at least 50% of the weekly ordinary hours of work of a full-time staff member; or
 - b) over the immediately preceding period of at least 24 months.
- 4 For the purposes of this clause, occasional and short-term work performed by the casual general staff member in another classification, job or budget centre will not affect the staff member's eligibility for conversion or be included in determining eligibility to apply for conversion.
- 5 The University may refuse an application on reasonable grounds which include, but are not limited to:
 - a) the casual general staff member is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;
 - b) the casual general staff member is a genuine retiree;
 - c) the casual general 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 the application for conversion made by the staff member;
 - d) the casual general staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
 - e) the casual general staff member does not meet the essential requirements of the position; or
 - f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 6 If the University rejects the application for conversion, it must provide written reasons for doing so. If the application is rejected, a further application for conversion cannot be made by the casual general staff member for a period of 12 months from the date of the rejection unless the rejection is solely based on the fact that the work is no longer required, and these circumstances change due to the operational requirements of the University.
- 7 If the application is accepted, the casual general staff member will be offered a non-casual position. Conversion may be to either a continuing employment or to a position for a period of fixed-term employment consistent with clause 8 below. The offer of conversion will indicate the hours and pattern of work which must be consistent with the general staff member's casual employment, subject to the operational requirements of the University.

- 8 Conversion may be, but is not required, to part-year or annualised hours employment. Conversion of a casual general staff member to part-year or annualised hours employment may occur where the work by custom and practice has been performed by the staff member on this basis.
- 9 A dispute arising from the application of this clause will be dealt with in accordance with the dispute settling procedures in clause 66 of this Agreement.

Schedule G - Casual Academic Rates

- 1 The minimum salaries paid to casual academic staff members are set out in Schedule A of this Agreement and will be calculated using the following formulae:

Lecturing and higher marking rate

- 2 The base hourly rate of pay 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 and calculated as follows:

Level B, step 2/52 + 25% *

37.5

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

- 3 The base hourly rate of pay applicable where the duties include full unit coordination or the academic staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows:

Level A, step 6/52 + 25%*

37.5

Rate applicable to all other duties

- 4 The base hourly rate of pay applicable to all other duties including tutoring rates not covered by clause 3 in this Schedule is determined by reference to the second step of the full-time Level A scale and calculated as follows:

Level A, step 2/52 + 25%*

37.5

* The 25% loading is effective from the beginning of the first pay period commencing on or after the date this Agreement comes into operation. .

Lecturing

- 5 A casual academic staff member required to deliver a lecture (or equivalent delivery other than through face-to-face teaching mode) of a specified duration and relatedly providing direct associated duties in the nature of preparation and student consultation will be paid for at a rate for each hour of lecture delivered, according to the following table. This rate also includes payment for all marking undertaken during the lecture, class or equivalent.

| 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) | Refer to Schedule A |
| Developed lecture (1 hour of delivery and 3 hours associated working time) | Refer to Schedule A |
| Specialised lecture (1 hour of delivery and 4 hours associated working time) | Refer to Schedule A |
| Repeat lecture (1 hour of delivery and 1 hour associated working time) | Refer to Schedule A |

- 6 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 7 days and includes any marking undertaken during the repeat lecture, class or equivalent and student consultation associated with it.
- 7 For the purposes of this Agreement, the term lecture means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

Tutoring

- 8 A casual academic staff member required to deliver or present a tutorial (or equivalent delivery other than through face-to-face teaching mode) of a specified duration and relatedly provide directly associated duties in the nature of preparation and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table. This rate also includes payment for all marking undertaken during the tutorial or equivalent.

| Type of tutoring and associated working time assumed | Minimum salary per hour of tutorial delivered | Minimum salary per hour of tutorial delivered where clause 3 of this Schedule applies |
|---|--|--|
| Tutorial (1 hour of delivery and 2 hours associated working time) | Refer to Schedule A | Refer to Schedule A |
| Repeat tutorial (1 hour of delivery and 1 hour associated working time) | Refer to Schedule A | Refer to Schedule A |

- 9 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 undertaken in the tutorial or equivalent and student consultation associated with it.
- 10 For the purposes of this Agreement, the term tutorial means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

Musical accompanying with special educational services

- 11 For musical accompanying with special educational services, the casual academic staff member 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 clause 3 of this Schedule applies |
|--|--|--|
| Musical accompanying (1 hour of delivery and 1 hour preparation time) | Refer to Schedule A | Refer to Schedule A |

- 12 For the purposes of this Agreement, the term musical accompanying with special educational service means the provision of musical accompaniment to one or more students or staff members in the course of teaching by another academic staff member 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.

Undergraduate clinical nurse education

- 13 A casual academic staff member required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated duties in the nature of preparation and student consultation according to the following table. This rate also includes payment for all marking undertaken during the delivery of clinical nurse education or equivalent.

| 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 clause 3 of this Schedule applies |
|---|--|--|
| Little preparation required (1 hour of delivery and 0.5 hours associated working time) | Refer to Schedule A | Refer to Schedule A |
| Normal preparation time (1 hour of delivery and 1 hour associated working time) | Refer to Schedule A | Refer to Schedule A |

- 14 For the purpose of this Agreement, the term undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

Marking

- 15 All marking undertaken outside the classroom, tutorial, lecture or in the delivery of clinical education will be paid for separately in accordance with the following rates:

| Type of marking | Minimum salary per hour of marking | Minimum salary per hour of marking where clause 3 of this Schedule applies |
|---|------------------------------------|--|
| Standard marking | Refer to Schedule A | Refer to Schedule A |
| Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an Academic at Level B status. | Refer to Schedule A | Refer to Schedule A |

Other Required Academic Activity

- 16 A casual academic staff member required to perform other required academic activity as defined in clause 17 of this Schedule will be paid at an hourly rate specified in Schedule A. The higher rate in Schedule A will apply if they hold a relevant doctoral qualification or are required to perform full unit coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.
- 17 For the purposes of this Schedule, other required academic activity will include work that a person, acting as or on behalf of the University requires the academic staff member 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 or 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 the special educational service;
 - development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with unit coordination;
 - consultation with students;
 - supervision; and
 - attendance at meetings as required.
 - attendance at lectures in the unit or course being taught;
 - attendance at training classes or other sessions relevant to the unit or course being taught.

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

Schedule H – University Staff Living on Campus

1 Introduction and Terms of Appointment

This Agreement will apply to a general staff member who is required to live on campus except where a particular term or condition is specified in this Schedule, in which case the term or condition in this Schedule will prevail.

2 Salary and Accommodation

- 2.1 The remuneration of an employee employed in accordance with this Schedule includes amounts in relation to the provision of accommodation and utilities, in accordance with clause 2.2 of this Schedule.
- 2.2 Staff required to live on campus will be provided with accommodation and utilities during their appointment, for the purpose of facilitating and participating in residential activities after hours and on weekends and for responding to after hours incidents from time to time and dependent on availability. The accommodation and utilities will be provided by the University, at a nominal value of \$20,721 (as at the commencement of this Agreement). For the purpose of this clause, “utilities” means water, power, gas and telephone (except for private calls) connections and usage.

3 Hours Of Work

- 3.1 Due to the nature of positions that require staff to live on campus, some flexibility of hours will be required, as the position may involve after hours responsibilities, meetings and activities.
- 3.2 On-call hours and flexibility of hours for after hours and weekend responsibilities have been taken into account in setting the remuneration of those staff required to live on campus. No further payment, penalty rates or allowances will apply.

4 Residential Handbook, Residential Code and Licence Agreement

- 4.1 The staff member will be subject to rules and instructions in accordance with the Deakin University Residential Handbook, Deakin University Residential Code and Deakin University Licence Agreement, acting as a role model for students within the residential community.

Deakin University Enterprise Agreement 2013

Signed for and on behalf of:

DEAKIN UNIVERSITY



Professor Jane den Hollander
Vice-Chancellor and President

Dated 26/10/2013

in the presence of H. ABBOTS

Dated 26/10/2013

Signed for and on behalf of:

NATIONAL TERTIARY EDUCATION INDUSTRY UNION (NTEU)



Grahame McCulloch
General Secretary

Dated 28 October 2013

in the presence of Anastasia Kotaidis

Dated 28 October 2013

ANASTASIA KOTAIDIS
EXECUTIVE OFFICER