

Enterprise Bargaining (EBA)

Enterprise Bargaining Agreement 1995

1. TITLE

This agreement shall be called the Deakin University Enterprise Bargaining Agreement 1995.

2. ARRANGEMENT

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3. PURPOSE OF THE AGREEMENT

- 3.1 The purpose of the Agreement shall be the achievement of productivity gains and improvements in efficiency, quality and flexibility at Deakin University in cooperation with the staff of the University and with the NTEU and ALHMWU. Benefits accruing from improvements in productivity are to be shared by all staff, Deakin University, students and other stakeholders in Deakin University. These benefits may be in the form of enhanced salaries and relevant conditions of employment.
- 3.2 This Agreement maintains and enhances an harmonious industrial relations environment within which the NTEU and ALHMWU and Deakin University may bargain and consult at the enterprise level in relation to the future enterprise bargaining negotiations.

4. OPERATION OF THE AGREEMENT

- 4.1 This Agreement shall come into force on and from the beginning of the first pay period commencing on or after the date of certification in the Australian Industrial Relations Commission (AIRC) and shall have a period of operation of twelve months.

5. APPLICATION

- 5.1 This agreement shall be binding according to its term upon :
- (a) Deakin University;
 - (b) National Tertiary Education Union (NTEU) and
 - (c) Australian Liquor and Hospitality Miscellaneous Workers Union (ALHMWU)
- and applies to all staff employed at Deakin University who are members or eligible to be members of the NTEU or ALHMWU.

6. RELATIONSHIP WITH AWARDS

- 6.1 This agreement operates in conjunction with existing awards and agreements certified in the Australian Industrial Relations Commission, as specified in Attachment A, that bind the University and the NTEU and ALHMWU.

7. PAY INCREASES

- 7.1 This agreement includes an immediate salary increase of 2%, as specified in Attachment B.
- 7.2 Column 1 of Attachment B sets out the current salary rates for Deakin University staff. Column 2 sets out the salary rates which will take effect as from 1 October 1995.
- 7.3 Notwithstanding anything in this clause, if further continuing Commonwealth recurrent grant supplementation is provided to the University specifically as a salary increase, which is above the level of funding currently committed by the Commonwealth from the commencement of 1996, a further salary increase will be made available to the limit of the additional funding provided, subject to achieving satisfactory conclusion of any negotiations which are required to comply with conditions on which the supplementation rests.
- 7.4 This Agreement may be varied pursuant to section 170ME of the Industrial Relations Act 1988 in order to give effect to this clause. Any such variation shall have effect only if it is agreed by the parties and approved by the Commission pursuant to section 170ML of the Act.
- 7.5 Notwithstanding the above, no employee shall be paid a rate less than that which, but for the operation of the agreement, would be payable under an Award of the Commission.

8. DISPUTE SETTLING PROCEDURES

- 8.1 These procedures shall apply in cases of a dispute arising from the operation of this agreement:
- (a) In the first instance (an) accredited representative(s) of the union and (an) appropriate representative(s) of management shall discuss the dispute and attempt to reach a written agreement, subject to ratification by either party.
 - (b) Where a dispute is not resolved under 8.1(a), the NTEU or ALHMWU shall refer the dispute to the Head, Human Resources, who shall discuss the dispute and attempt to reach a written agreement, subject to ratification by either party.
 - (c) Where a dispute is not resolved under 8.1(a) or (b) above, at the request of either party a Disputes Committee shall be convened within five working days unless agreed otherwise. The Disputes Committee shall consist of, unless otherwise mutually agreed :
 - (i) Two nominees of management; and
 - (ii) Two nominees of the relevant Union.

- (d) The Disputes Committee shall attempt to resolve the matter within five working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

Delay of Industrial Action

- 8.2 Until the procedures described in 8.1 have been exhausted:
- (a) work shall continue in the normal manner;
 - (b) no industrial action shall be taken by management or the union;
 - (c) management shall not change the work, staffing or the organisation of the work if such is the subject of dispute, nor take any action likely to exacerbate the dispute;
 - (d) the subject matter of the dispute shall not be taken to the AIRC by the union or management (except in the case of unfair dismissal where the time limit of notification would otherwise expire).
- 8.3 In the event that the dispute remains unresolved by the process specified in 8.1 the matter may be referred to the Australian Industrial Relations Commission by either party for conciliation or arbitration. The parties shall be bound to implement the recommendation(s) of the Commission.

9. CONSULTATION ON ORGANISATIONAL CHANGE

- 9.1 The parties agree that after the University has formed a clear intention to change its current arrangement but before a decision has been made to introduce major changes in organisation, structure or technology that are likely to have significant effects on employees, the University shall consult the staff who may be affected by the proposed changes and the NTEU and ALHMWU, as appropriate.
- 9.2 'Significant effects' may include but are not limited to termination of employment; major changes in the composition, operation or size of the University's workforce or the skills required; the elimination or diminution of job opportunities or promotion opportunities or job tenure; the alteration of hours of work ; the need for retraining or transfer of employees to other work locations and the restructuring of jobs; proposals by the University to outsource services or contract out services currently provided by University staff.
- 9.3 As early as practicable after a decision has been made to make the changes referred to in subclause 9.2, the University shall consult with the staff affected and the NTEU and ALHMWU regarding the introduction of the changes, the effects the changes are likely to have on staff members and measures to avert or mitigate the adverse effects of the changes.
- 9.4 The University shall allow a reasonable time for the consultations and shall give prompt consideration to matters raised by the staff members and the NTEU and ALHMWU.
- 9.5 For the purposes of these discussions the University shall provide in writing to the staff concerned and the union(s) all the relevant information about the changes including the nature of the changes concerned; the expected effects of the changes on staff and other matters likely to affect staff.

10. SUMMER AT DEAKIN

Introduction

- 10.1 The parties agree that effective and efficient use of Deakin University's capital resources can lead to benefits for students, staff and the community. Effective and efficient use of capital resources includes the undertaking of summer teaching in accordance with this agreement.
- Planning for *Summer at Deakin* should consider availability of recurrent resources, the need to balance staff workloads and maximising the use of capital resources.
- The parties further agree that Deakin University will include any efficiencies and effectiveness measures calculated from the introduction of *Summer at Deakin* as contribution towards the awarding of salary increases in enterprise bargaining.
- 10.2 The purpose of *Summer at Deakin* may include, but is not limited to:
- (a) providing units for students as part of undergraduate or postgraduate degrees. This will allow the possibility of completing such degrees earlier than the designated normal time period;
 - (b) providing bridging assistance to students;
 - (c) providing remedial assistance to students;
 - (d) enabling students to retrieve a discontinued or failed subject;
 - (e) providing optional additional units of study;

- (f) recognition of seasonal changes and the optimum delivery of programs
Summer at Deakin will be targeted at Deakin University students and students from other universities wishing to undertake single units.
- 10.3 *Summer at Deakin* involves the teaching, assessment and result submission which will normally take place over a ten week period, from the first week in December to the middle of February. The dates may be amended in order to meet the needs of the university provided that no duties will be scheduled over the period declared by the University as a close down between Christmas and the New Year without consultation with the NTEU. The NTEU will be consulted in relation to any other changes to the timing of *Summer at Deakin*.

Participation

- 10.4 No academic staff member shall be required to participate in *Summer at Deakin*. The University shall not disadvantage a staff member who elects not to participate in *Summer at Deakin* teaching or duties associated with *Summer at Deakin*. Participation in teaching or duties associated with *Summer at Deakin* shall not be accorded greater or lesser weight than other teaching in any decision relating to career advancement or access to resources.
- 10.5 The University shall provide information to academic staff members on proposed dates and proposed units to be offered for *Summer at Deakin* and shall confirm the availability of academic staff members to participate in the program prior to offering a unit.

Workload Allocation

- 10.6 The Head of School, shall take into consideration University policy and practice when allocating work to an academic staff member who has agreed to undertake teaching for *Summer at Deakin*.
- 10.7 In the event of a concern about a workload decision the staff member can refer the matter to the Head of School for ultimate approval by the Dean. If the academic staff member is still aggrieved he/she has the option of lodging an application under the university's normal grievance procedures.
- 10.8 The university will, in consultation with the NTEU, monitor the workload in the general staff area as a result of the introduction of *Summer at Deakin*. The university will ensure that university polices in relation to pay, overtime/penalty rates and hours of work are properly administered.
- 10.9 No academic staff member shall experience an increase in annual workload in relation to teaching, assessment and result submission as a result of the introduction of *Summer at Deakin*.
- 10.10 An academic staff member's teaching and other associated duties undertaken for *Summer at Deakin* shall be recognised as part of the annual workload.
- 10.11
- (a) An academic staff member engaged to teach a unit during *Summer at Deakin* shall be entitled to a workload adjustment from teaching and associated duties during semester one or semester two for no less than the number of weeks for which teaching has been undertaken during *Summer at Deakin*. Such a workload adjustment would permit an academic staff member to:
- (i) pursue research activity;
- (ii) undertake consulting duties;
- (iii) attend conferences and shall be in addition to entitlements which currently exist.
- (b) Neither the total amount of teaching required of any staff member in any normal semester in a 12 month period nor the total number of weeks during which teaching is undertaken shall increase as a result of participation in *Summer at Deakin*.
- (c) Where the above arrangements are not acceptable to the staff member concerned any other arrangements acceptable to the staff member may be made, provided that the NTEU shall be consulted with respect to the details of such arrangements.
- (d) Disputes regarding workload adjustment arrangements shall be referred to the Disputes Resolution Procedures.
- 10.12 Where general staff resources are inadequate, to support the services required for *Summer at Deakin*, additional staff shall be engaged under normal University conditions of employment.

Staffing Levels

- 10.13 The University will ensure that Faculties, Schools and Divisions are staffed at an appropriate level to cater for the needs of the *Summer at Deakin*.
- 10.14 The rates of pay for staff engaged to participate during *Summer at Deakin* shall be in accordance with University conditions in respect of rates for sessional academic staff.
- 10.15 Where a fixed term academic staff member of the University is engaged for a full period in *Summer at Deakin* his/her contract of employment shall be extended to cover the entire duration without loss of continuity or entitlements.
- 10.16 Where a fractional term academic staff member of the University is engaged for *Summer at Deakin* his/her fraction of appointment shall be adjusted to the appropriate fraction of a full time appointment for the entire duration.

Taking of Annual Leave

- 10.17 The parties agree that the procedures for the taking of annual leave shall be in accordance with clause 15 of this agreement and other relevant award provisions. The parties recognise the award provision provides the entitlement of staff to take annual leave in a block period of four weeks. Each budgetary unit shall include in its workload, staffing and budget formula provisions to enable staff to take annual leave.

Review

- 10.18 The parties agree to review the impact of *Summer at Deakin* on staff. Such a review shall include the monitoring of:
- (a) arrangements for the taking of annual leave by staff performing duties during *Summer at Deakin*;
 - (b) resourcing of *Summer at Deakin* including the employment of additional staff where needed;
 - (c) effects on the workloads of existing academic and general staff;
 - (d) monitoring of time off in lieu accruals for general staff, the cancellation of summer leave for academic and general staff and the non-approval of
- 10.19 The University will regularly consult with the local NTEU Branch on the operations of *Summer at Deakin* where it has any effects on the conditions of employment of Deakin University employees.

11. FLEXIBLE WORKING ARRANGEMENTS (VOLUNTARY)

Introduction

- 11.1 The parties acknowledge the need for the University to introduce policies that better manage its staffing profiles in order to create greater career opportunities for its younger staff. The University will introduce the following policies which will apply to staff members aged fifty years and over.
- 11.2 Conversion of Full-Time to Part-Time Appointments
- 11.2.1 The University will offer the option for a staff member on a full-time continuing contract of employment to convert to part-time. This shall be subject to the endorsement of the Dean, Head of School or Head of Division, as appropriate, based on the needs of the work area.
- 11.2.2 In moving to part-time it would be expected that a staff member would normally move to a 0.5 fraction.
- 11.2.3 Subject to the provisions of the relevant Superannuation scheme, the University will maintain superannuation contributions for a staff member based on the full-time salary rate, and a staff member will also maintain his/her contributions based on the full-time rate.
- 11.2.4 Arrangements regarding how a staff member would work the hours shall be agreed between the supervisor and staff member and will be consistent with the needs of the division or faculty.
- 11.3 Conversion from Continuing to Fixed Term Appointments
- 11.3.1 The University will offer the option for a staff member to give up his/her continuing appointment and move to a single, non-renewable fixed term appointment for a three year period, to perform substantially the same duties. Acceptance of this appointment by the staff member shall constitute agreement to retire from the University immediately upon the conclusion of the three year appointment.
- 11.3.2 In return for opting for a fixed term appointment, a staff member shall receive a salary loading of 10%, which shall be superannuable and attract contributions from both the staff member and the University.
- 11.3.3 Approval for such conversion would be given by the Dean, Head of School or Head of Division, as appropriate, and take into account all circumstances relevant to the proposed conversion.
- 11.3.4 Where such an arrangement is endorsed a staff member would be given a contract without the need for advertisement, based on the relinquishment of a continuing appointment.

- 11.3.5 At the end of the three year contract a staff member shall be regarded as having retired from the University.
- 11.3.6 The parties agree to review the operation of this clause to ensure that greater career opportunities have been made available to younger staff.

12. 48/52 WEEK EMPLOYMENT CYCLE

- 12.1 The University will offer the option for a full-time staff member to take up to eight weeks annual leave in a year and receive 48 weeks salary, which would be payable over the full 52 weeks. This shall be subject to the endorsement of the Dean, Head of School or Head of Division, as appropriate, based on the needs of the area. Such arrangements approved shall commence at the beginning of the calendar year.
- 12.2 Under this arrangement a staff member will become a fractional employee at approximately 92% of a full time load, with all benefits accruing on that basis. Except that, subject to the provisions of the relevant superannuation scheme, the University will maintain superannuation contributions for a staff member based on the full-time salary rate, and a staff member will also maintain his/her contributions based on the full-time rate.
- 12.3 Staff members availing themselves of this option will retain benefits accrued on a full-time basis to date and would then accrue benefits at the new fractional rate from the accrual date of effect of the change.
- 12.4 The taking and accrual of recreation leave shall be in accordance with clause 15 "Recreation Leave" of this agreement, except that the maximum carryover of recreation leave at 31 December of any one year shall be forty days.
- 12.5 In taking leave in any one year, it will not be necessary for eight weeks leave to be taken in one block, but this could be an option available to a staff member.
- 12.6 Staff electing to move to the 48/52 Week Employment Cycle shall be subject to normal arrangements in respect to the rate of accrual of leave.
- 12.7 The 48/52 Week Employment Cycle shall be reviewed on a yearly basis. Towards the end of every 12 month period, a staff member shall have the choice to revert back to normal full-time annual leave accrual. A staff member is required to complete all additional annual leave accrued under the 48/52 arrangements before reverting back to normal full-time annual leave accrual.
- 12.8 A staff member who terminates his/her services shall be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payment shall be made at this rate.

13. FLEXIBLE WORK HOURS - GENERAL STAFF

- 13.1 The University has in operation a variety of different working patterns for general staff which include a four-and-a-half day week, nine day fortnight, five day week, nineteen day "month" and flexitime. With the exception of flexitime, each of these working arrangements normally has a fixed start and finish time as well as a fixed lunch break and operate within a specified span of hours as prescribed in the relevant award.
- 13.2 The times specified under each of these arrangements do not necessarily reflect the need for flexibility for staff and the University. The parties recognise the need for change to accommodate staff flexibility whilst still maintaining the current span of hours as prescribed in the relevant award for each arrangement. Accordingly, current specified start/finish times may be amended by local arrangement after consultation with the staff members, to ensure that appropriate levels of flexibility are provided.

14. FAMILY LEAVE

- 14.1 The parties agree to introduce family leave for all staff in line with principles established by the Australian Industrial Relations Commission in the test case decision of November 1994 and any future decisions. Upon agreement, application will be made for approval by the Commission, pursuant to Section 170ML of the Act.

15. RECREATION LEAVE

Introduction

- 15.1 The parties accept the need to improve the manner in which recreation leave entitlements are taken by staff. At present the provisions are difficult to understand and don't adequately ensure that staff utilise recreation leave credits for the purpose of rest and relaxation. The parties agree that the following will apply.

Taking of Recreation Leave

- 15.2 Towards the end of every year, the supervisor will review the recreation leave credits of staff.
- 15.3 Normally, the maximum carryover of recreation leave at 31 December of any one year shall be twenty days;
- 15.4 In exceptional circumstances, a staff member may receive approval from his/her supervisor to accrue recreation leave credits to a maximum of 40 days.
- 15.5 Where a staff member accrues, without the approval of his/her supervisor, recreation leave credits in excess of 20 days at 31 December of any one year, the supervisor shall give a staff member 6 months to reduce his/her leave credits to 20 days. A staff member who fails to reduce his/her leave credits at the end of the 6 months period shall be directed by the supervisor when to take the excess leave credits.
- 15.6 This subclause shall apply in cases where approval by the supervisor to accrue a maximum of 40 days has been given. If, at 31 December of any one year, a staff member's recreation leave credits exceed 40 days, the supervisor shall direct the staff member when to take the excess leave credits.
- 15.7 The taking of recreation leave entitlements shall be agreed between the staff member and the supervisor. It is recognised that where agreement cannot be reached a supervisor has the right to direct a staff member when to take his/her recreation leave. Such a direction shall be made in writing. A staff member can appeal any such decision through the University's grievance procedures, provided that it is within five working days of receiving the direction.
- 15.8 The parties agree that there will be a one year moratorium, beginning from the date of certification of this agreement, to allow staff to reduce their recreation leave entitlements to meet the requirements of this clause.

16. TAKING OF LONG SERVICE LEAVE ENTITLEMENTS

- 16.1 No staff member shall be required to take long service leave in the last 24 months of employment, where that employee has formally advised the University of his or her retirement date in writing.

17. TERMINATION ON THE GROUNDS OF ILL HEALTH

- 17.1 Clause 14 of the Australian Universities Academic Condition of Employment Award 1988 specify procedures to deal with terminations/retirements on the grounds of ill health. There is currently no similar award provisions for general staff.
- 17.2 In the interest of fairness and consistency the parties agree to apply the above mentioned clause 14 to all staff, except that the notice period, specified in clause 14(b) for an employee to undergo a medical examination be changed to one month.

18. ON CALL ALLOWANCE

- 18.1 A general staff member required to be available for contact or return to work (if applicable) after ordinary hours, shall be paid an availability allowance at 20% of salary from the time which they are told to hold themselves in readiness.
- 18.2 All requests for a general staff member to be on stand by and subsequent payments must be authorised by the relevant supervisor.
- 18.3 Should the general staff member be called into the office, they shall be paid a minimum of three hours of overtime in accordance with the overtime clause.
- 18.4 It is recognised that the main University's office locations fall within the areas of Melbourne metropolitan, Warrnambool and Geelong. Accordingly, a general staff member shall not normally be required to return to work outside the geographic boundary of his/her substantive office location.
- 18.5 This clause will operate in conjunction with the University's existing overtime and call back provisions.

- 18.6 A general staff member 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. Where practicable, the University shall supply a general staff member with access to a mobile phone and/or electronic communication.

19. PUBLIC HOLIDAYS, CHRISTMAS CLOSE DOWN

- 19.1 This clause shall replace any previous agreements or arrangements which have existed at Deakin University relating to public holidays, Christmas and Easter close down.
- 19.2 The University shall recognise the following public holidays as official close down for the University: New Year's Day; Australia Day; Good Friday; Easter Saturday, Easter Monday; Easter Tuesday; Anzac Day (where this falls on a week day); Christmas Day and Boxing Day.
- 19.3 The University will close for five working days in addition to the University's recognised public holidays which fall during the Christmas and New Year Period. All staff shall receive five paid 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 shall receive one additional day's annual leave.
- 19.4 The declared dates for the University Christmas and New Year closedown for the next four years commencing 1996 shall be the following, unless otherwise varied:
- 1996: Closed - Monday 23 December 1996
Open - Thursday 2 January 1997
- 1997: Closed - Wednesday 24 December 1997
Open - Monday 5 January 1998
- 1998: Closed- Thursday 24 December 1998
Open - Tuesday 5 January 1999
- 1999: Closed - Monday 27 December 1999
Open - Thursday 6 January 2000
- 19.5 In cases when Christmas Day, Boxing Day and/or New Year's Day fall on a weekend, the next available working day shall be taken as a substitute public holiday.
- 19.6 Staff members who work on Labour Day, Queen's Birthday and/or Melbourne Cup Day shall, if they terminate before 24 December of any year, be paid in lieu of the appropriate day(s).

20. PERFORMANCE MANAGEMENT

Academic Staff

- 20.1 The parties agree that efficiencies and productivity improvements may be gained, both for academic staff members and supervisors, by reviewing the current staff separate staff assessment procedures.
- 20.2 The parties agree that it is the responsibility of academic supervisors to manage the performance and career aspirations of academic staff. This requires regular discussions between the academic supervisor and academic staff during the academic year.
- 20.3 The parties agree to continue negotiations on this issue and shall make every effort to reach agreement on a process by no later than April 1996, or at a later date where mutually agreed. Upon agreement, application will be made for approval by the Commission, pursuant to Section 170ML of the Act.
- 20.4 The parties agree that the review shall involve negotiation on key staff assessment principles including:
- (a) determining the staff development needs of individual academic staff members and to ensure they are consistent with the University's mission;
 - (b) providing assessment and feedback in relation to an academic's performance over an academic year;
 - (c) rewarding good and outstanding performance;
 - (d) providing a framework for the improvement of performance where it is inconsistent with the requirements of the position classification standards for that level;
 - (e) the option to resort to formal disciplinary procedures for demonstrably unsatisfactory performance in a fair and equitable manner.

General Staff

- 20.5 The parties agree to continue negotiations which commenced as a consequence of the General Staff Award Restructuring Agreement 1993 to introduce a performance management scheme which will apply to all general staff members. The parties shall make every effort to reach agreement on a process by no later than April 1996 or at a later date where mutually agreed. Upon agreement, application will be made for approval by the Commission, pursuant to Section 170ML of the Act.

21. REVIEW OF UNIVERSITY GRIEVANCE PROCEDURES

- 21.1 The parties recognise the importance of effective grievance procedures for the timely resolution of grievances to prevent the escalation of local disputes. The parties agree to review the scope and operation of existing grievance procedures for academic and general staff with the aim of improving and simplifying the current operations. The parties shall make every effort to finalise this issue by no later than June 1996, or at a later date where mutually agreed. Upon agreement, application will be made for approval by the Commission, pursuant to Section 170ML of the Act.

22. RE-OPEN NEGOTIATIONS

- 22.1 The parties undertake to re-open negotiations at least three months prior to the expiry of the period of this agreement with a view to negotiating and settling any replacement agreement.
- 22.2 A replacement agreement will be negotiated within the following framework:
- (a) The parties undertake to continue the process of bargaining relating to the staff employed at Deakin University. The parties shall make every reasonable effort in good faith to reach agreement during enterprise bargaining.
 - (b) The parties agree that where arrangements reached through enterprise bargaining are such as to require being given legal force under the Industrial Relations Act 1988 the appropriate method of giving such legal effect shall be through agreements to be certified under Division 2 of Part VIB of the Act.
 - (c) Agreements reached through enterprise bargaining shall not be based on the automatic flow-on of arrangements reached elsewhere through enterprise bargaining.
 - (d) A purpose of enterprise bargaining shall be the achievement of productivity gains and improvements in efficiency, effectiveness, quality and flexibility. In that context :
 - enterprise bargaining shall be directed toward initiatives that will achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equity;
 - productivity gains must be genuinely attributable to workplace reform;
 - there is to be no double counting of productivity gains already achieved or explicitly contemplated under existing agreements and other agreed arrangements;
 - common national classification structures shall be retained;
 - existing awards, conditions and agreements shall continue to be recognised and implemented except as varied by the parties;
 - the parties shall continue implementation and recognition of additional career pathing for employees through staff development and training;
 - arrangements to encourage equal opportunity and affirmative action shall be provided for;
 - processes to improve pay equity and encourage gender balance shall be provided for;
 - as determined by the AIRC in accordance with S.170MC(1)(b) the agreement will not in relation to terms and conditions of employment, disadvantage employees;
 - Deakin University shall provide relevant financial disclosure; provided that this shall not require the University to disclose confidential information, the disclosure of which would be inimical to its interests.

23. AVAILABILITY OF AGREEMENT

- 23.1 A copy of this agreement shall be kept in an easily accessible place within Deakin University and be available for inspection upon request by any employee of the University. Copies of this agreement shall be distributed to all Deans, Heads of Divisions and Schools.

24. ENTERPRISE BARGAINING IMPLEMENTATION COMMITTEE

24.1 The parties shall establish an implementation committee to:

- a) monitor the implementation of this agreement; and
- b) conduct a review in accordance with clause 10 of this agreement.

The committee shall comprise of equal numbers of union and management representatives as agreed by the parties.

Attachment A

Australian Universities Academic and Related Staff (Salaries) Award 1987
Australian Universities Academic Staff (Contract of Employment and Other Matters)
Interim Award 1988
Deakin General Staff Award Restructuring Agreement 1993
Higher Education Workers Interim Award 1993
National Training Wage Interim Award 1994
Tertiary Education Superannuation Scheme (TESS) - Superannuation Award 1988
Universities and Affiliated Institutions Academic Research Salaries (Victorian and WA) Award 1989
Universities and Post- Compulsory Academic Conditions Award 1995
Victorian Post-Compulsory Academic (Conditions of Employment) Award 1988