The University of Melbourne
Collective Agreement 2010
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Part A: Operation of the Agreement

1. TITLE

1.1 This Agreement shall be referred to as the University of Melbourne Collective Agreement 2010.

2. APPLICATION AND PARTIES BOUND

2.1 This Agreement has been negotiated primarily between the University and the National Tertiary Education Industry Union.

2.2 This Agreement will be binding in its terms upon the following persons and organisations (“the parties”):

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

For the avoidance of doubt, this Agreement will not apply to employment by separate organisations associated with the University, such as the Melbourne Theatre Company, for

(a) the operation of theatrical venues used predominantly for commercial purposes; or

(b) production companies engaged in the production of theatrical, musical or other entertainments on a commercial basis.

3. PERIOD OF OPERATION

Date of commencement

3.1 This Agreement is a single-enterprise agreement under s 172(2) of the Fair Work Act 2009 (Cth) and, in accordance with s.54(1) of the Act, will take effect seven days after the Agreement is approved by Fair Work Australia.

Date of nominal expiry

3.2 This Agreement has a nominal expiry date of 30 June 2012.

3.3 The parties agree to commence negotiations for a replacement enterprise agreement three months prior to the nominal expiry date of this Agreement.

4. OBJECTIVES

4.1 The objectives of this Agreement are to:

- provide staff with fair and equitable conditions of employment and working conditions which are tailored to the circumstances of the University;
• assist the University to effectively manage its operations;

• provide mechanisms to reward high performing individual staff and collective achievements and efficient and fair processes for improving performance;

• support the strategic direction of the University, including the ongoing implementation of Growing Esteem; and

• maximise the University’s core activities of teaching and learning, research and knowledge partnerships.

4.2 The following principles of Growing Esteem are relevant to this Agreement:

a. Most academic staff will be expected to contribute to the research performance of their department so that the department is a national leader in the research field. However, as Growing Esteem is concerned with the aggregate performance of a department, the University recognises that some academic staff may make stronger contributions in areas other than research;

b. Research expectations of academic staff will be made clear, will be reasonable having regard to their individual circumstances (including family commitments and level of appointment), and entail a reasonable time frame; and

c. Academic staff members may choose their research fields, provided that this is relevant to the discipline area in which they are engaged and is supported by appropriate funding, unless they are employed on a contract which links them to a specific research project or task.

5. DEFINITIONS AND INTERPRETATION

Interpretation

5.1 In interpreting this Agreement, each definition in clause 5.2 is taken to include any replacement position title or organisational unit title adopted by the University after commencement of this Agreement.

Definitions

5.2 The following definitions apply to the Agreement

• “Agreement” means the University of Melbourne Collective Agreement 2010.

• “apprentice or trainee” means a staff member employed pursuant to an apprenticeship or traineeship approved by a relevant state or commonwealth training authority.

• “Budget Division” means a Faculty or major administrative unit to which funds are devolved for further application.

• “Bullying” means repeated, unreasonable behaviour directed toward a staff member, or a group of staff, that may create a risk to health and safety, as defined in the University’s Management of Workplace Bullying and Occupational Violence policy.

• “Casual staff member” means a person engaged by the hour and paid on an hourly basis that includes a loading related to Agreement-based benefits which a casual staff member is not eligible to receive.

• “Continuing employment” means ongoing employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment.

• “Consultation” means conferring and taking into account views expressed before final decisions are made, and includes a bona fide opportunity to influence the decision maker.

• “Dean or equivalent” means the Dean of a Faculty appointed or elected under section 29 of the University of Melbourne Act 1958 and Statute 5.3 of the University of Melbourne Statutes or acting Dean or a Head of a Budget Division or acting Head of a Budget Division or delegate.

• “Department” means an organisational unit established by Council for the purpose of organising the activities of the University and includes academic and administrative departments.
• “Deputy Vice-Chancellor” means a Deputy Vice-Chancellor appointed under section 15 of the University of Melbourne Act 1958 and Statute 2.5 of the University of Melbourne Statutes or delegate approved by Council or an acting Deputy Vice-Chancellor.
• “DEEWR” means the Federal Government’s Department of Education, Employment and Workplace Relations.
• “Disciplinary action” means action by the University to discipline a staff member for unsatisfactory performance, misconduct or serious misconduct in accordance with Part I of this Agreement.
• “Executive Director” means a senior professional staff member, formerly Vice-Principal, reporting to a Dean, the Senior Vice-Principal or his or her delegate, the Provost or a Deputy Vice-Chancellor, or acting Executive Director.
• “Faculty or equivalent” means a Budget Division.
• “Fair Work Act” means the Fair Work Act 2009 (Cth) as in force and amended from time to time.
• “Favouritism” means the improper or corrupt favouring or advantaging of one staff member or a group of staff over others, without regard to merit.
• “Fixed-Term Employment” means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire), and for which, during the term of employment, the contract is not terminable by the University, other than during a probationary period, or for cause based upon serious or wilful misconduct.
• “fixed-term position” means any position filled on a fixed-term basis.
• “Full time employment” means, for professional staff, employment for the full weekly ordinary hours.
• “FWA” means Fair Work Australia.
• “Head of Department” means a member of the academic or professional staff who is appointed as having responsibility for the academic and/or administrative affairs of a Department or equivalent organisational unit or acting Head of Department or delegate approved by Council.
• “Immediate family or household member” includes:
  o a member of the employee’s household; or
  o a member of the employee’s immediate family including:
    - a partner of the staff member; and
    - a dependent child or an adult child (including an adopted child, a foster child, a stepchild or an ex-nuptial child); a parent, a foster parent, grandparent, grandchild; and a sibling of the staff member or of the partner of the staff member; and
    - a relative who has taken the place of a parent and is residing with the staff member at the time of the illness or death; and
    - a person for whom the employee has caring responsibilities arising from an kinship relationship of equivalent status to the relationships identified above.
• “Indigenous Australian” means a person of Aboriginal or Torres Strait Islander descent who identifies as such and whose identity as an Indigenous Australian is accepted by the community with which he or she is associated.
• “Individual Flexibility Arrangement” means an agreement between the University and an individual staff member under clause 10 of this Agreement.
• “knowledge partnerships” refers to projects that the University engages in with external constituencies which involve the development, exchange and application of knowledge and expertise for mutual benefit.
• “NTEU” means the National Tertiary Education Industry Union.
• “Organisational unit” means the Department, School, Faculty, Centre, Institute or Division or part thereof, or other grouping.
• “partner” means a person of the opposite or the same sex who lives with the staff member on a bona fide domestic basis although he or she may not be legally married to that person (including a former spouse, a de facto spouse and a former de facto spouse).
• “Part-time” employment means, for professional staff, employment to work a fixed number of hours per week, which is less than the ordinary weekly hours of a full time staff member in the same classification.
“Part-time” employment means, for academic staff, employment to perform a workload less than the ordinary workload for a full time staff member in the same classification, and that would be expected to be performed in less than the ordinary hours worked by a full-time staff member.

“performance-based contract” means a contract of employment that may be offered to a staff member in the circumstances described at clause 41 of this Agreement.

“Permanent Care” means an arrangement where a child is placed through a Permanent Care Program by the Department of Human Services.

“Professional staff” means staff employed by the University other than academic staff.

“Pro-rata” means a part of a payment or accrual dependant on time fraction or a period of service.

“Provost” means a Provost appointed under section 15 of the University of Melbourne Act 1958 and Statute 2.5 of the University of Melbourne Statutes or delegate approved by Council, and includes an Acting Provost.

“Representative” means a person chosen by the staff member but not a practising barrister or solicitor.

“Research Continuing Employment (Contingent-Funded)” means continuing employment subject to special terms and conditions as set out in Clause 27.

“Staff member” means academic or professional staff however employed by the University.

“Supervisor” means the person who is responsible for the day-to-day supervision of a staff member as nominated by the University.

“Termination of employment” means termination of employment at the initiative of the University.

“Trades and Services staff” means professional staff employed in the Department of Property and Campus Services who are engaged as carpenters, painters, builders, labourers or trades assistants, plasterers, electricians, plumbers, mechanical/electrical technicians, electrical mechanics or gardeners or horticultural technicians.

“Union” means the relevant union or unions identified in clause 2.2 or all of those unions as the context requires.

“University” means the University of Melbourne.

“Vice-Chancellor” means the Vice-Chancellor or Chancellor of the University, the acting Vice-Chancellor, a delegate approved by Council, or the Vice-Chancellor’s nominee.

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

6.1 This Agreement constitutes a comprehensive and closed agreement and operates to the exclusion of and wholly replaces any existing enterprise agreements, awards or future awards which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement.

Relationship to University statutes and policy

6.2 University policies and procedures, as varied from time to time apply to all staff but do not form part of this Agreement.

6.3 The University will consult with staff and the NTEU when developing or significantly varying University policies and procedures.

7. ACCESS TO AGREEMENT

7.1 A copy of this Agreement shall be made available to each staff member of the University.

7.2 The University will make this Agreement easily accessible on its website.
8. **FURTHER CLAIMS**

8.1 The parties to this Agreement agree that at least until such time as this Agreement has passed the nominal expiry date set out in this Agreement, they will not pursue any extra claims nor undertake industrial action concerning matters raised in negotiations leading to the making of this Agreement, matters not raised or contemplated prior to the making of this Agreement nor matters included in this Agreement. For the avoidance of doubt, this does not preclude the parties from making claims under clause 3 or from implementing and applying any of the provisions of this Agreement.

9. **AUSTRALIAN WORKPLACE AGREEMENTS (AWAs)/ INDIVIDUAL TRANSITIONAL EMPLOYMENT ARRANGEMENTS (ITEAs)**

9.1 The University will, within one month of the approval of this Agreement, provide to each staff member who would but for the operation of an AWA or ITEA be covered by this Agreement, an offer to terminate the AWA or ITEA. Thereafter, the University will facilitate any request of any such staff member for termination of his or her AWA or ITEA.

9.2 Notwithstanding the termination of an AWA or ITEA pursuant to this clause, the employee shall not, as a consequence of that termination, thereafter suffer any demotion, or reduction or loss of remuneration (other than a reduction or loss resulting from the termination of a superannuation or salary packaging arrangement possible under the AWA or ITEA which is not possible under this Agreement) and the University shall apply the terms of this Agreement to the staff member.

10. **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

10.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act.

10.2 The University and a staff member covered by this Agreement 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 professional staff members to work on a full-time or fractional seasonal basis for a portion of a year receiving salary payments averaged across the whole year. Provided that the staff member will be eligible for overtime in the same manner as other staff in respect of any hours worked outside the agreed ordinary hours specified in the arrangement;
   
   (b) the arrangement meets the genuine needs of the University and the staff member in relation to the matter mentioned in paragraph (a); and
   
   (c) the arrangement is genuinely agreed to by the University and staff member.

10.3 The University must ensure that:

   (a) agreement to a flexibility arrangement may not be a precondition of employment, reclassification or promotion;
   
   (b) the staff member is advised that they are entitled to have a Representative negotiate a flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Fair Work Act; and
   
   (c) the employee and their Representative must have at least three working days to consider the proposal.

10.4 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;
   
   (b) are not unlawful terms under section 194 of the Fair Work Act; and
(c) result in the staff member being better off overall than the staff member would be if no arrangement was made.

10.5 The University must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of University and 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 enterprise 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.

10.6 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep a copy of the arrangement as a times and wages record.

10.7 The University or the 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 the staff member agree in writing — at any time.

10.8 This clause relates to reaching individual agreement to change the effect of provisions in the Agreement. The right to make an agreement pursuant to the clause is in addition to, and does not in any way affect or limit flexibilities or changes that arise from applying the terms of the Agreement.
Part B: Fundamental Principles

11. FUNDAMENTAL PRINCIPLES

11.1 Certain fundamental principles sustain employment relations at the University of Melbourne. The University will maintain policy consistent with these principles. Nothing in this clause prevents the alteration of relevant policy, provided that it is consistent with the principles in clause 11.2.

11.2 These principles are:

- upholding the scholarly values of intellectual freedom, honesty, openness and rigour, consistent with the University’s vision;
- providing a workplace based on fair and equitable treatment, including freedom from bullying, harassment and unlawful discrimination;
- recognising the moral and economic rights of academic staff employed in either research or teaching including the rights of creators of online teaching and learning programs; and
- promoting indigenous employment, consistent with clause 12 and the University’s Indigenous Employment Strategy.

11.3 Intellectual freedom means the freedom of academic staff, and, to the extent consistent with their employment obligations and role, professional staff, to engage in critical inquiry, intellectual discourse and public controversy without fear or favour, but does not include the right to harass, intimidate or vilify.

11.4 Staff will have access to a network of advisors who will be available to assist staff identify and access the appropriate complaint based mechanisms relating to the protection of the above principles. Disputes arising from the implementation of the policies relating to the above principles will not be referred through the dispute settling procedures of this Agreement.

12. INDIGENOUS EMPLOYMENT

12.1 The University is committed to furthering the employment of Indigenous Australians. During the life of the Agreement, and commencing in 2010 the University will implement the Indigenous Employment Framework 2010 – 2013, a comprehensive policy initiative that seeks to expand and enhance the University’s Indigenous Employment Strategy and to develop and promote Indigenous employment opportunities across the University.

12.2 The Indigenous Employment Framework 2010 – 2013 will be developed and implemented in consultation with the NTEU and appropriate Indigenous Australian staff members and community representatives. To facilitate this commitment, an implementation committee will include representation from the NTEU and appropriate Indigenous Australian staff members. Any amendments to the Framework (or any other policies relating to Indigenous Australians) will be made in consultation with the NTEU and appropriate Indigenous Australian staff members and community representatives.

12.3 In support of the Indigenous Employment Framework:

(a) The University will endeavour to increase Indigenous Australian employment and participation at all levels of work activity of the University to reflect the general principle that the workforce profile of the University will reflect the diversity of the broader community profile in relation to Indigenous Australians;
(b) The University will use all reasonable endeavours to secure the appointment of at least five additional Indigenous Australian employees per year for the life of this Agreement. These appointments will be in addition to the maintenance of existing numbers of Indigenous Australian employees if staff members leave; and
(c) The University supports the participation of Indigenous Australians in activities of a cultural or ceremonial nature, and recognises paid leave for such purposes in clause 77.2 is directly related to the effectiveness of people as employees and is therefore of direct benefit to the University.
13. **ENVIRONMENTAL SUSTAINABILITY**

13.1 The parties share a commitment to embracing environmental sustainability goals in respect of University activities, including to enhance the profile of the University and its staff.

13.2 The University will continue to develop, implement and maintain policies and procedures that aim to minimise the University’s environmental impact and to ensure compliance with environmental legislative obligations.

13.3 The University will provide opportunities for staff to have input into sustainability initiatives, including consultation on environmental policy development and input into the establishment of environmental management plans.

13.4 The NTEU may nominate a staff representative who will sit as the Union representative on the University’s sustainability advisory committee.

13.5 The University will keep staff regularly informed of the University’s carbon emission, water and energy consumption levels and this information will be reported publicly.
Part C: Types of Employment

14. APPLICATION AND PURPOSE OF THIS PART

14.1 The purpose of this Part of the Agreement is to regulate the types of employment contract which may be offered by the University.

14.2 The parties recognise that security of employment is of benefit to the University and to individual staff members as it enables both to make long-term commitments and investments.

14.3 The University will provide the NTEU with data on the number of equivalent full time staff employed or engaged under each type of employment as at 31 March each year.

15. TYPES OF EMPLOYMENT

15.1 The University shall engage a staff member as an employee on terms that correspond with one or other of the types of employment prescribed in clause 15.2 and in accordance with this Agreement.

15.2 Those types are:

- continuing employment (including Research Continuing Employment (Contingent-Funded);
- fixed-term employment; or
- casual employment.

15.4 To avoid doubt, nothing in this clause prevents a staff member from engaging in additional work as a casual staff member and being paid as a casual staff member in work unrelated to, or identifiably separate from, the staff member’s normal duties.

16. PART-TIME EMPLOYMENT: PRO-RATA BENEFITS

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

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

17.1 Upon engagement, the University will provide to each continuing and fixed-term staff member a contract of employment which stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:

- the date of commencement of employment;
- the classification level and salary of the staff member on commencement of the employment;
- the hours or time fraction to be worked;
- for any staff member subject to probationary employment, the length and terms of the probation; and
- other main conditions of employment, or the documentary, or other recorded sources from which such conditions derive, and from which the duties and reporting relationships to apply upon appointment can be ascertained.

17.2 In addition to the information supplied in clause 17.1, the contract of employment of a fixed-term staff member will indicate:

- the term of the employment (or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire);
the circumstance(s) by reference to which the use of fixed-term contract for the type of
employment has been decided for that employment; and
any severance which may be payable on termination of the contract in accordance with the
terms of this Agreement.

18. CONTRACTS MAY CONTAIN A REASONABLE PROBATION PERIOD

18.1 Continuing and fixed-term employment may contain a reasonable probationary period that is directly
related to the nature of the work to be carried out under the contract.

18.2 The length and conditions of a staff member’s probation period will be determined in accordance with
clause 67 of this Agreement.

18.3 Any second or subsequent fixed-term contract, with the University, shall not contain a probationary
period unless the second or subsequent fixed term contract is for a position where the duties are
substantially different.

Part C1: Fixed-Term Employment

19. TERMINATION OF FIXED-TERM EMPLOYMENT

19.1 During the term of a fixed-term contract, it is not terminable, by the University, other than:

(a) during a probationary period; or
(b) for cause based upon serious or wilful misconduct (in which case the procedures in Part I apply).

20. CATEGORIES OF WORK FOR WHICH FIXED-TERM EMPLOYMENT MAY BE USED

Effective from the date of commencement of this Agreement, the use of fixed term employment shall be
limited to the employment of a staff member engaged on work activity that comes within the description of
one or more of the following circumstances:

20.1 Specific task or project

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

20.2 Research

“Research” means work activity by a person engaged on research only functions for a contract period not
exceeding five years.

20.3 Externally Funded Contract Employment

“Externally Funded Contract Employment” means a period of employment which is provided for from
identifiable funding external to the University, at a level greater than 50% of the costs of the position
(including on-costs). The source of the external funding must be linked to the position.

External funding does not include part of an operating grant from the Government, nor is it funding comprised
of payments of fees made by or on behalf of students.
20.4 New Organisational Area

“New Organisational Area” means an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.

Notwithstanding the above, “new organisational area” shall also include a unit or group as described above but where the new unit or group is to perform work which has been performed at the University before and where that work is now to be performed at a location not less than 50km from any campus where it is presently being performed.

Fixed-term employment under this category may be used for up to three years from the date of commencement of a new organisational area, and fixed-term positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

20.5 Sudden and Unanticipated Increase in Enrolments

Where an academic unit experiences a sudden and unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment, in respect of that work.

Fixed-term employment under this category may be used for up to three years from the date of the sudden and unanticipated increase in enrolments, and fixed-term positions offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

20.6 Disestablished Area

“Disestablished Area” means an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Where a final decision has been made to disestablish part or all of an organisational unit, staff may be employed on a fixed-term contract of length equivalent to the length of the phase-out of the unit.

Should the work continue at the end of the proposed phase-out time, the incumbent shall be offered the further work.

20.7 Measures to provide security of employment

The effect of this sub-clause shall not be to replace continuing positions with fixed term positions.

Fixed-term contracts may be offered for teaching and research and research only work in accordance with the Minimum Standards for Academic Levels (the MSALs) and for work in accordance with the Professional Staff Position Classification Standards (PCSs) at the discretion of the University to provide security of employment where the work would otherwise be performed by casual staff. Such contracts may be offered, but will not be limited to early career academics as outlined in clause 20.8 below, and may be offered for a period of no more than five years and no less than 12 months (unless otherwise provided for in this Agreement).

20.8 Early Career Academic Fellowships

During the nominal life of this Agreement, the University shall advertise at least 28 Early Career Academic positions in accordance with the provisions of this sub-clause and the appointments will be made on the basis of an open, competitive and merit-based selection process.

“Early Career Academic” means an academic staff member undertaking work activity consistent with Level A or Level B of the MSALs and appointed as an Early Career Academic. To be eligible for appointment as an Early Career Academic, the person must meet the following criteria:
• is performing work at Level A or Level B of the MSALs,
• has been awarded a PhD or would be likely to have been awarded a PhD by the commencement of the appointment, and
• has been employed as a casual staff member at the University for a period of two continuous years.

Fixed-term contracts for early career academics will:

• be for a minimum fraction of 0.5,
• have a duration of not less than two years and no more than five years, and
• have a maximum probationary period of 12 months.

Staff engaged as early career academics under this category will be required to satisfactorily complete a structured development program provided by the University within their workload allocation. This program will provide training, supervision and appropriate career and professional development opportunities towards establishing an academic career.

20.9 Replacement staff member

“Replacement Staff member” means a staff member who is employed for a fixed period to:

• replace a continuing staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from his or her usual work area; or

• perform the duties of a vacant position for which the University has commenced recruitment action until a continuing staff member is engaged for the vacant position; or

• perform the duties of a position the normal occupant of which is performing higher duties pending the outcome of recruitment action in progress for that vacant higher duties position, until a continuing staff is engaged for the vacant higher duties position.

20.10 Recent professional practice required

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.

20.11 Pre-retirement contract

Where a continuing 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.

20.12 Fixed-term contract employment subsidiary to studentship

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not otherwise described in this clause 20, that is work within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

• such fixed-term contract employment shall be for a period that does not extend beyond the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

• an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake a course of study.
20.13 Apprentices or Trainees

A staff member may be employed on a fixed-term contract as an apprentice or trainee where he or she is employed pursuant to an apprenticeship or traineeship approved by the relevant authority.

21. FIXED TERM CONTRACTS COMMENCED PRIOR TO THE DATE OF OPERATION OF THIS AGREEMENT

21.1 Existing contracts for a fixed term in place as at the date of operation of this Agreement will continue to apply in accordance with their terms. The provisions of this Part C1 do not apply to staff members whilst employed under such existing fixed-term contracts, provided that the terms of Part C1 of the University of Melbourne Enterprise Agreement 2006 will continue to apply as terms of the Agreement with respect to such staff for the duration of those existing contracts. In applying Part C1 of The University of Melbourne Enterprise Agreement 2006:

(a) the reference to “Part I” in clause 16.1(b) of that agreement will be taken to be a reference to Part I of this Agreement;
(b) the reference to “clause 78” in clause 16.2 of that agreement will be taken to be a reference to clause 81 of this Agreement;
(c) the reference to “clause 64” in clause 19.3 of that agreement will be taken to be a reference to clause 67 of this Agreement.

Any further offer of employment to such a staff member will need to meet the requirements of Part C of this Agreement.

22. NOTICE AT EXPIRY OF FIXED-TERM EMPLOYMENT

22.1 The University shall provide to a fixed-term staff member a written notice that at the expiry of the contract the University intends to:

i. continue the fixed term position on a further fixed-term contract basis;

ii. continue the fixed term position on a continuing basis; or

iii. discontinue the fixed term position.

22.2 The notice under clause 22.1 shall be the greater of:

(a) Any entitlement to notice of the University’s intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or

(b) Period of notice as outlined below:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period Of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

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

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

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

23. **OFFER OF FURTHER EMPLOYMENT**

23.1 Where the University has made a determination in accordance with clause 22.1(i) or (ii), the staff member will be given further employment in the fixed term or continuing position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed at a “good” level in the context of the Performance Development Framework.

23.2 Nothing in clause 23.1 prevents the University from employing a staff member on a further fixed term contract where the staff member was not initially employed through a competitive and open selection process or has participated but not completed a Performance Development Framework cycle, or otherwise meets the requirements of the position.

24. **RIGHT TO APPLY FOR CONVERSION**

24.1 Where the University gives notice in accordance with clause 22.1(i), and the staff member was employed in the relevant position through a competitive and open selection process and has performed at a “good” level in the context of the Performance Development Framework, the staff member may apply for conversion to continuing employment on the same salary and classification.

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

a. the staff member is a student;

b. the staff member is a genuine retiree;

c. the staff member elected to change from continuing employment to a pre-retirement contract;

d. the staff member is employed on a performance based contract;

e. the staff member is an apprentice or trainee (and did not complete the apprenticeship or traineeship during the term of the first fixed-term contract);

f. the work performed by the staff member is predominantly related to discontinued programs;

g. the fixed term employment is for a specific task or project, to undertake predominantly research or is funded by an identifiable funding source external to the University, not being funding that is part of an operating grant from Government or funding comprised of payments of fees made by or on behalf of students; or,

h. the fixed term employment is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocational or professional education for recent practical or commercial experience.

24.3 Where an academic staff member converts from fixed term to continuing status he or she may be required to undertake a probationary period in accordance with clause 66 of this Agreement, provided that the staff member will be eligible to be considered for confirmation as per clause 66 no later than five years after commencing employment with the University.

25. **SEVERANCE PAY**

25.1 Severance pay shall be payable, as outlined in the table in this clause below, where:

- the staff member is employed on a fixed term contract under clause 20.1 (Specific Task or Project), clause 20.2 (Research) or clause 20.3 (Externally Funded Contract); and
- the staff member seeks to continue employment; and
- the staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in the contract and the same or substantially similar duties are no longer required; or
- the staff member is employed on a fixed-term contract to do work required for the circumstances described in the contract and the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.
Length of continuous service | Severance Pay
--- | ---
1 year or more but less than 2 years | 4 weeks’ pay
2 years or more but less than 3 years | 6 weeks’ pay
3 years or more but less than 4 years | 7 weeks’ pay
4 years or more | 8 weeks’ pay

25.2 Where specific-task or project employment terminates and the staff member has been employed on the same contract or a series of contracts for the same or similar work for a period in excess on ten years, the following severance payments will be payable in lieu of any payments payable under clause 25.1:

<table>
<thead>
<tr>
<th>Length of continuous service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years or more but less than 12 years</td>
<td>20 weeks’ pay</td>
</tr>
<tr>
<td>12 years or more but less than 15 years</td>
<td>24 weeks’ pay</td>
</tr>
<tr>
<td>15 years or more but less than 20 years</td>
<td>30 weeks’ pay</td>
</tr>
<tr>
<td>20 years or more but less than 26 years</td>
<td>40 weeks’ pay</td>
</tr>
<tr>
<td>26 years or more</td>
<td>52 weeks’ pay</td>
</tr>
</tbody>
</table>

25.3 Where the University advises a staff member in writing that further employment with the University may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of the severance benefits for a maximum period of six weeks. If the staff member is offered and accepts the alternative employment with the University within those six weeks then severance payments under this clause will not apply.

25.4 By agreement between the relevant Union and the University, the general severance payment may be waived or varied if the University offers or procures an offer to the staff member of comparable alternative employment. In the absence of agreement, the matter will be resolved through the dispute procedures in Part I of this Agreement.

25.5 For the purposes of this clause, “comparable alternative employment” means employment at the same or similar time fraction which provides the staff member with overall salary and conditions comparable to existing salary and conditions.

26. CONDITIONS FOR FIXED-TERM CONTRACT OF EMPLOYMENT

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

26.2 A fixed-term staff member who has a period of continuous service in a classification which has an incremental structure, shall be entitled to progress through that structure in the same way as a staff member engaged as a continuing staff member in the same or similar classification under this Agreement.

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

26.4 Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.
Part C2: Research Continuing Employment (Contingent-Funded)

27. RESEARCH CONTINUING EMPLOYMENT (CONTINGENT-FUNDED)

Definitions

27.1 “Contingent funded research” is research funded by 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.

Eligibility

27.2 A staff member engaged in contingent funded research may apply for, or be offered, a Research Continuing Employment (Contingent-Funded) contract (RCECFs) where the staff member:

- is 0.5 FTE or more;
- is an academic staff member who has been employed by the University for a period of 3 years or more, or a professional staff member who has been employed for a period of 5 years or more, and who is to be appointed to their second or subsequent consecutive contract;
- was employed through a competitive and open selection process; and
- 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.

27.3 Applications must be made in writing to the University and the University will advise the staff member in writing of the outcome within 30 days of receiving the application. The University may refuse an application on reasonable grounds. Reasonable grounds include:

- the criteria in clause 27.2 are not satisfied;
- 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 3 year period;
- the staff member’s performance has not been assessed as being at least “good”;
- 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
- the staff member is a professional 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
- the staff member is a student, and their status as a student was the primary reason for their appointment.

Conditions

27.4 Subject to this clause 27, staff on RCECFs will receive the same entitlements as other continuing staff, including superannuation.

27.5 The following provisions do not apply to staff on RCECFs:

a. where funding for the continuation of a RCECF position ceases, the consultation provisions of clause 87 (Managing Change) in respect of the position that the staff member occupies;
b. clause 83 (Redeployment and Redundancy: Academic Staff) and clause 84 (Redeployment and Redundancy: Professional Staff);
c. provisions applicable to staff employed on fixed term employment as specified elsewhere in this Agreement.
Measures to Avoid Termination

27.6 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 senior manager, 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 27.8 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 annual leave and/or long service leave; and thereafter
       • unpaid leave, provided that unpaid leave shall 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 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 shall recommence, there shall be no entitlement to severance pay or payment in lieu of notice and the period from cessation of employment to recommencement of employment shall not break continuity of service, but shall not count as service.

Termination of RCECF

27.7 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 27.6 above have been unsuccessful, the staff member will be provided notice and severance payments under clause 27.8 and 27.9.

Notice Periods and Severance

27.8 Where a staff member is terminated in accordance with clause 27.7(a) or (b), the staff member will be provided with a minimum of 4 weeks notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.

27.9 Severance payments for staff on RCECFs will be in accordance with the following, subject to any greater applicable legislative entitlement:
### Length of Continuous Service

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or more and up to 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks pay</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks pay</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks pay</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks pay</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks pay</td>
</tr>
<tr>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks pay</td>
</tr>
</tbody>
</table>

27.10 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.

### Part C3: Casual Employment

#### 28 CASUAL LOADING AND DIVISOR

28.1 Casual hourly rates will be based on a 37-hour week divisor and will include a casual loading of 24% from the first pay period after the approval of this Agreement. This loading will increase to 25% twelve months from the date of approval.

#### 29 INFORMATION TO BE PROVIDED TO CASUAL STAFF MEMBERS UPON APPOINTMENT

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

- duties required;
- the number of hours that are anticipated to be required; and,
- the rate of pay specified at Schedule 1 of this Agreement as increased over the life of the Agreement pursuant to clause 44 for each class of duty required; and
- a statement that any additional duties required during the term will be paid.

#### 30 PERFORMANCE MANAGEMENT

30.1 Casual employment at the University is subject to meeting performance standards determined by the casual staff member’s supervisor. Where a casual staff member demonstrates a high level of performance, he or she will be considered by the University for future additional work where available.

30.2 Where a casual staff member’s performance is considered to be unsatisfactory, his or her employment may be terminated prior to the expiration of a casual engagement.
31. **CASUAL STAFF MEMBERS ENGAGED OVER AN ANTICIPATED TIMEFRAME**

31.1 The University acknowledges the value of providing certain casual staff members, especially casual academic staff members, with an element of security of employment by offering semester-long engagements or engagements over other anticipated timeframes.

31.2 Where it is anticipated that a casual staff member will be engaged to perform a task or tasks which will extend over an anticipated timeframe, the casual staff member may be offered a contract of employment which, in addition to the information normally provided to a casual staff member, will provide the following information:

- the expected date at which the casual appointment will expire;
- the number of hours that are anticipated to be required over the length of the engagement; and
- the total amount which will be earned by the staff member if he or she satisfactorily completes the required duties over the length of the engagement.

31.3 Casual staff members engaged over an anticipated timeframe will have their salary payments spread equally over the length of the engagement. For the purpose of determining the amount to be paid in each pay period, the total amount which will be earned by the staff member if he or she satisfactorily completes the required duties over the length of the engagement will be divided by the number of pay periods in the length of the engagement.

31.4 Should a casual staff member engaged over an anticipated timeframe fail, for whatever reason, to work the hours which he or she should have worked, he or she must notify the relevant supervisor or Head of Department that he or she has not worked those hours. The supervisor or Head of Department and the casual staff member may make alternative arrangements for the hours to be worked.

31.5 Where a staff member fails to work the hours required by their engagement, the University may adjust payment accordingly, except to the extent that by agreement additional work is performed in substitution.

31.6 If a casual staff member engaged over an anticipated timeframe fails without reasonable excuse (e.g., illness) or refuses to fulfil the duties required in accordance with the contract of employment and alternative arrangements are not made, the University may notify the staff member in writing that he or she will receive no further work, but that he or she will receive payment for work performed.

31.7 To minimise the impact of breaks between semesters, the University will use its best endeavours to provide casual academic staff engaged over an anticipated timeframe with the following resources and facilities for a period up to 3 months after a casual contract ceases, where it is likely that the staff member will have further employment with the University within three months.

- library cards
- email accounts
- University network and intranet access,

subject to the former staff member agreeing to comply with University policies in relation to these matters as if the person were a member of staff.

31.8 Casual staff members engaged over an anticipated timeframe are otherwise entitled to those rights, terms and conditions of employment which ordinarily accrue to casual staff.

32. **FACILITIES FOR CASUAL STAFF**

32.1 The University will use its best endeavours to provide casual staff members with the facilities and resources appropriate to enable the fulfilment of their duties. For casual staff, other than those employed on an occasional or ad hoc basis, this may include telephone access, PC access, an email account and network access, a work desk, a library card and designated space if student consultation is required.
33. **CASUAL ACADEMIC STAFF - APPLICATION FOR INTERNAL POSITIONS AND FUNDING OPPORTUNITIES**

33.1 Casual academic staff will be eligible to apply for internally advertised University positions and for internal funding opportunities, including grants and professional development funds, unless otherwise notified by the University.

34. **PAYMENT OF CASUAL SALARIES**

34.1 A casual staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative as identified in the staff member’s contract.

35. **LIMIT ON CASUAL ACADEMIC EMPLOYMENT**

35.1 The University will use its best endeavours to reduce the casual academic staff workforce employed by the University by 1% each year during the life of this Agreement.

**Part C4: Special Provisions Pertaining to Professional Staff**

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

**General**

36.1 A casual professional staff member must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this clause.

36.2 Upon appointment, the University shall advise a casual staff member that, after serving qualifying periods, casual professional staff members may have a right to apply for conversion and a copy of the conversion provisions of this Agreement shall be made available to such staff members.

36.3 The University shall also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.

36.4 An eligible casual staff member may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Agreement.

**Eligibility for conversion**

36.5 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

- over the immediately preceding period of 12 months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
- over the immediately preceding period of at least 24 months.

36.6 For the purposes of this clause occasional and short-term work performed by the staff member in another classification, job or department shall not:

- affect the staff member’s eligibility for conversion;
- be included in determining whether the staff member meets or does not meet the eligibility requirements.
Application for Conversion

36.7 The University shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- the staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his or her engagement and the work required;
- the staff member is a genuine retiree;
- the staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
- the staff member has a primary occupation with the University or elsewhere, either as an staff member or as a self-employed person;
- the staff member does not meet the essential requirements of the position; or
- the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Offer of non-casual employment

36.8 The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the staff member will be offered a non-casual position.

36.9 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with the provisions of this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University’s operational requirements and the desirability of offering the staff member work which is as regular and continuous as is reasonably practicable, shall be consistent with the staff member’s casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under this Agreement.

36.10 Conversion may be, but is not required to be, to seasonal, part-year or annualised hours employment. Conversion of a casual employee to seasonal, part-year or annualised hours employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement by the staff member and the University.

36.11 Staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

- long service leave to the extent to which the University provides casual staff members with an entitlement to long service leave. In such a case casual service with the University would count for the purposes of long service leave in accordance with and subject to clause 73.4; and
- any applicable unpaid parental leave or paid parental leave, if any, in accordance with clause 75.25.

Further Applications

36.12 A staff member whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

- that rejection is solely based upon the fact that the employee is performing work which will either cease to be required or will be performed by a non casual employee, within 26 weeks (from the date of application); and
- that ground ceased to apply.
37. "SEASONAL" OR "PART YEAR" STAFF

Application

37.1 The terms and conditions in this clause apply to staff members converted from casual employment to "Seasonal" or "Part-Year" employment in accordance with clause 36.10 of this Agreement.

Definitions

37.2 "Seasonal" or "part-year" staff members are appointed as such on a continuing or fixed term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the University consistent with clause 36.10 of this Agreement or as subsequently varied by agreement with the seasonal or part-year staff member.

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

Accrual of pay

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

Leave Entitlements

37.5 Leave, including annual leave, long service leave and sick leave will accrue on a pro-rata basis during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff member during the periods or seasons of work for which the seasonal or part-year staff members are engaged. Subject to clauses 72 and 73 of this Agreement, the timing of taking annual leave and long service leave will be determined by agreement between the University and the staff member.

University Holidays

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

Termination of Employment

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

38. “ANNUALISED HOURS” STAFF

Application

38.1 The terms and conditions in this clause apply to staff members converted from casual employment to "annualised hours" employment in accordance with clause 36.10 of this Agreement.

Definitions

38.2 An "annualised hours staff member" is a professional staff member who either:
a) is engaged as such on a continuing or fixed term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the University, consistent with clause 36.10 of this Agreement, or as subsequently varied by agreement with the annualised hours staff member; or

b) who elects, after commencing employment, by mutual agreement in writing to move to an annualised hours arrangement for a defined period of time. Such an agreement may be terminable by the University or the staff member by the giving of three months’ notice, after which time the staff member will revert to their normal working hours.

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

Accrual of Pay

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

Leave Entitlements

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

University Holidays

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

Overtime

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

Additional Hours

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

Alteration of Annual Hours

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

Termination of Employment

38.10 In the event that the employment of an annualised hours staff member ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the staff member, will be performed and:
• if the staff member has received a payment (howsoever described) in respect of work or hours which are not then worked by the staff member, that payment will be repaid by the staff member to the University as at the date of termination. The University may off-set any such amounts against any entitlements owing to the staff member; and
• if a staff member has performed work for which he/she has not yet received pay by the University, the University will pay to the staff member such amount as at the date of termination.

39. MINIMUM PERIOD OF ENGAGEMENT

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

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Minimum period of engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students; persons with an occupation elsewhere; pastoral and farm workers; grape pickers;</td>
<td>1 hour</td>
</tr>
<tr>
<td>Assisting disabled students; trades persons; maintenance workers; electricians</td>
<td>2 hours</td>
</tr>
<tr>
<td>All other staff except where requested by the staff member and agreed by the University</td>
<td>3 hours</td>
</tr>
</tbody>
</table>

40. OVERTIME FOR CASUAL PROFESSIONAL STAFF

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

Part C5: Individual Contracts

41. PERFORMANCE– BASED CONTRACTS

Offering performance-based contracts

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

Offers of performance-based contracts

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

• professional staff at Level 10 and above in receipt of salary and cash-equivalent loadings equal to or greater than $164,243 (indexed in accordance with salary increases paid over the nominal life of the Agreement); or

• academic staff in the following circumstances:
  o Head of Department in receipt of salary and cash-equivalent loadings equivalent to Level E and above; or
o where the academic staff member is a Level E and is in receipt of salary and cash equivalent loadings in excess of $164,243 (indexed in accordance with salary increases paid over the nominal life of the Agreement).

41.3 Where the University intends to offer a person a performance-based contract in accordance with this clause it must:

- advise the person that he or she may choose a Representative to negotiate the terms of such a contract on their behalf; and
- provide the person with access to this Agreement.

41.4 Where a person enters into a performance based contract pursuant to this clause, the following clauses or Parts of this Agreement will not apply to the employment covered by the contract:

- Part I (Unsatisfactory Performance and Misconduct); and
- Part K (Employment Security and Termination)

Except that where a Head of Department appointed in accordance with clause 41.2 above is a level D or less, his or her employment may only be terminated pursuant to the serious misconduct, unsatisfactory performance or redundancy procedures of this Agreement.

41.5 The termination of a person on a performance-based contract will be in accordance with Division 11 of Part 2-2 of the Fair Work Act except that the required period of notice shall be stated in the contract and will be a minimum of three months. When any contract pursuant to this clause involves a probation period that probation period will be no less than three months.
Part D: Classification

42. CLASSIFICATION

Professional Staff

42.1 Professional staff positions will be classified in accordance with the Professional Staff Position Classification Standards (PCS) which, subject to clause 42.2, are those set out in Schedule 4 to this Agreement. The PCS will be used to determine salary based on work value of positions.

42.2 During the life of the Agreement the parties agree to review the professional staff classification structure and implement the outcomes of that review, in accordance with Schedule 6 to this Agreement.

42.3 The University will maintain a policy on professional staff classification that satisfies the following principles:

- Position descriptions are required to describe in detail the duties and responsibilities of the particular position;
- Classification of positions is to be undertaken by persons holding the necessary skills and experience in classifying positions against the Professional Staff Position Classification Standards;
- The appropriate classification level for professional staff positions will be determined by:
  - comparing the position description documentation with the Professional Staff Position Classification Standards; and
  - the duties and responsibilities required of the position, rather than the capabilities and skills of a particular individual occupying the position; and
- Processes for dealing with reclassification applications will be timely.

42.4 If a staff member considers that his or her position is incorrectly classified, the staff member may submit an application for reclassification to his or her supervisor. A staff member may only submit an application for reclassification once in every 12 month period.

42.5 The supervisor will refer the application to the appropriate individual who has been delegated the authority to review reclassification decisions within the Budget Division by the Head of the Budget Division. The Head of Budget Division’s delegate will review the position in accordance with the Professional Staff Position Classification Standards and the principles outlined in clause 42.3. Where necessary, the Head of Budget Division’s delegate will consult with the staff member and their supervisor in relation to the position description upon which the review will be based.

42.6 If the staff member is dissatisfied with the outcome of the review process in clause 42.5, the staff member may apply to the Professional Staff Reclassification Review Committee and the Professional Staff Reclassification Review Committee will determine whether the review processes in clause 42.4 and 42.5 have been properly applied, including proper application of the Professional Staff Position Classification Standards and the principles outlined in clause 42.3.

42.7 If the Professional Staff Reclassification Review Committee determines that the review processes have not been properly applied, the Professional Staff Reclassification Review Committee will make a recommendation to the Head of Budget Division who will determine the reclassification application.

42.8 If the Professional Staff Reclassification Review Committee:
cannot make a recommendation or makes a recommendation which the Head of the Budget Division does not adopt and the staff member remains dissatisfied, then the matter may be dealt with under the disputes procedure in clause 90; or

(b) makes a recommendation which is adopted by the Head of the Budget Division, then the reclassification application will be concluded and will not be a matter subject to the disputes procedure or grievance procedure under this Agreement.

42.9 The Professional Staff Reclassification Review Committee will be comprised of two staff members nominated by the relevant Union and two staff members nominated by the University. The Committee will be chaired by the Executive Director (Human Resources) or nominee, who shall be one of the two staff members nominated by the University. All members of the Professional Staff Reclassification Review Committee must have been trained in the interpretation and application of the Professional Staff Position Classification Standards.

42.10 If the staff member’s position is reclassified through this process, the reclassification will be backdated to the date of the initial decision by the delegate of the Head of Budget Division in clause 42.5 or 3 months from the date of submitting a completed application, whichever is the earlier.

Academic Staff

42.11 Academic staff positions will be classified on appointment in accordance with the Minimum Standards for Academic Levels (MSALS) which, subject to clause 42.13, are those set out in Schedule 5 to this Agreement. The MSALS will not be used as a basis for reclassification.

42.12 An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University’s promotion process.

42.13 During the life of this Agreement the parties agree to review the academic career structure and implement the outcomes of that review, in accordance with Schedule 6 to this Agreement.

43. LINKED ADVANCEMENT AND BONUS PROGRAM: PROFESSIONAL STAFF

The Linked Advancement Program

43.1 Subject to clause 42.2 professional staff appointed to classification levels 1 to 8 will have the opportunity to progress through the incremental structure of their appointed classification level and move into the classification level above. For the avoidance of doubt and subject to the criteria and processes in clause 43.4 to 43.9 below:

- those professional staff appointed to Level 1 will have access to Level 2
- those professional staff appointed to Level 2 will have access to Level 3
- those professional staff appointed to Level 3 will have access to Level 4
- those professional staff appointed to Level 4 will have access to Level 5
- those professional staff appointed to Level 5 will have access to Level 6
- those professional staff appointed to Level 6 will have access to Level 7
- those professional staff appointed to Level 7 will have access to Level 8
- those professional staff appointed to Level 8 will have access to Level 9

43.2 Advancement to the higher classification level will not be automatic.

43.3 A professional staff member may be link advanced to the classification level above only once.
Criteria for advancement to the higher level

43.4 It is the joint responsibility of the supervisor and professional staff member to plan for the move to the higher level. This should form part of the normal Performance Development Framework discussions and may include:

- consideration of what work at the higher level involves,
- consideration of the needs of the Department for work at the higher level,
- work at the higher level in the Department is available,
- training requirements including possible secondment,
- opportunities to relieve in positions at the higher level,
- progressively building upon aspects of their existing job in the last year at the lower classification level,
- planning as to how the job will "grow" to allow the professional staff member to work at the higher level; and
- if the supervisor and the staff member do not believe the job will grow, consideration as to appropriate transfer opportunities for the professional staff member.

43.5 Advancement to the higher level requires that work at the higher level, for which the University has a need, is available.

43.6 The criteria for advancement of the professional staff member to the higher level are that:

- the staff member meets the training level or qualifications requirements in the position classification standards for the higher level (i.e., the staff member has the necessary skill base); and
- the staff member has achieved a rating of at least “good” as part of their last performance review.

43.7 Departments must make reasonable efforts to ensure that work at the higher level is available.

43.8 Options for advancement would normally be considered when the staff member reaches the top increment of the lower level.

43.9 It is noted that a performance measure for supervisors will be an assessment of the extent to which they have developed the career paths of the staff members they supervise.

43.10 Where a professional staff member is:

- at the top of his or her incremental level within a classification; and
- is assessed as outstanding in their performance review;

he or she will be eligible to be considered for a discretionary non-superannuable annual performance bonus.
Part E: Remuneration

44. SALARY RATES AND SALARY INCREASES 2009 TO 2012

44.1 The minimum salaries payable at the date of commencement of this Agreement to staff members covered by this Agreement are set out in Schedule 1.

Salary increases

44.2 Over the life of the Agreement, the following salary increases will be paid to all staff covered by the Agreement in the first full pay period after each of the dates specified:

- 2% 4 April 2009 (already paid)
- 2% 16 December 2009 (to be back-paid in the first full pay period after FWA approval of the Agreement)
- 3.5% 31 October 2010
- 3% 31 March 2011
- 2% 31 October 2011
- 4% 31 March 2012

45. SALARY PAYMENTS

45.1 Salaries will be paid fortnightly.

45.2 An underpayment to a staff member will be corrected and full payment made to the staff member as soon as possible but no later than the end of the next full pay period following notification by the staff member to the University.

45.3 The University will advise and consult with a staff member when an overpayment has been identified. The University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the particular circumstances, including the size of the overpayment. Arrangements to recover overpayments will be undertaken in consultation with the staff member and the University will obtain the written agreement of the staff member prior to any recovery of overpayments. If an agreement cannot be reached then the University may recover the overpayment by deductions from salary over a period of 6 months or the University may use procedures of the dispute settling procedures under clause 90 of this Agreement to achieve an outcome that allows the University to recover the overpayment. Where an overpayment remains outstanding at the date of termination or resignation of a staff member, the University may deduct the overpayment from any salary or other moneys that would be otherwise payable to the staff member and the University may also use debt recovery processes to recoup the outstanding amount.

46. REMUNERATION PACKAGING

46.1 Staff may request that part of their salary be used to provide benefits on a salary sacrifice basis. In accessing non-cash benefits, the staff member must meet the full cost of the provision of such benefits and associated taxation and administration costs.

46.2 The salary to be used for the purposes of calculating the following entitlements shall be the salary rates as specified in this Agreement:

- employer contributions to superannuation;
- payments of accrued annual leave and long service leave on termination;
- severance payments including redundancy benefits, early retirement payments and payments flowing from the application of clauses 19 (Termination of Fixed-term Contracts), clause 83 (Redeployment and Redundancy: Academic Staff) and clause 84 (Redeployment and Redundancy: Professional Staff);
- annual leave loading; and
• overtime and shift payments.

46.3 A staff member who enters into a remuneration packaging arrangement with the University may elect, upon ten working days’ notice, to discontinue or rearrange the remuneration packaging if:

• there is change to any law affecting all or some of the elements of the remuneration packaging; and/or
• where changes in the personal circumstances of the staff member would result in financial disadvantage to the staff member if s/he were unable to discontinue or rearrange his or her remuneration packaging.

46.4 In the event that relevant legislation changes which makes salary packaging unlawful or financially unviable for the University, the University reserves the right to withdraw the arrangements and will not be responsible for any loss or damage suffered by a staff member as a result of such changes.

47. SUPERANNUATION

47.1 The University will, for the life of this Agreement, continue existing superannuation arrangements including the rate of employer contributions in effect at the date of approval of this Agreement to the Accumulated Super (1) and Defined Benefit Division/Accumulated Super (2) options administered by UniSuper, for existing and new staff members provided that as soon as practicable after the making of this Agreement, the University will seek to amend the Deed of Covenant to provide that:

(a) part-time staff will have access to superannuation contributions on the same basis as full-time staff in the same type and duration of employment, regardless of fraction of employment; and

(b) all casual staff will receive a minimum employer contribution of 9%.

47.2 Provided that clause 47.1 will not require the University to maintain an arrangement, where the maintenance of that arrangement would compel the University to act in contravention of superannuation legislation or the UniSuper Trust Deed or UniSuper Deed of Covenant.

47.3 Provided further that the University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level.

48. CLINICAL LOADINGS

48.1 The University may pay clinical loadings to its academic staff as follows:

• the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care will be $18,778 per annum.
• the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school will be $12,535 per annum.
• the clinical loading for a medically qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school will be $9,401 per annum.
• Whether an academic is entitled to a full clinical loading rather than to a loading of $12,535 or $9,401 per annum should be determined by the University in light of the nature and extent of the academic’s patient-care responsibilities.
• The clinical loading for a dentally qualified full-time Professor, Professorial Fellow, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students will be $9,401 per annum.
Application

48.2 All clinical loadings are superannuable and will be paid to an academic during periods of study leave, annual leave and long service leave.

48.3 The loadings as provided above will be increased by the University Council.

49. ACCIDENT MAKE-UP PAY

Entitlement

49.1 A staff member who receives compensation in respect of incapacity pursuant to the Accident Compensation Act 1985 will be paid accident make-up pay by the University.

49.2 The maximum period or aggregate periods of accident make-up pay to be made by the University will not exceed a continuous period of 52 weeks or an aggregate of 52 weeks in respect of any one injury.

49.3 A staff member who is eligible to receive accident make-up pay will be paid such pay by the University equal to the difference between the weekly rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury (excluding any payment for overtime, shift premiums, special rates or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred) and the sum of:

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

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

50. USE OF PRIVATE MOTOR VEHICLES FOR UNIVERSITY BUSINESS

50.1 The University may approve the use by a staff member of a privately owned motor vehicle for University business. In such cases an allowance equivalent to the Australian Taxation Office’s “Rate per Business Kilometre” will be payable to the staff member.
Part F: Hours of Work and Workload Management

51. THE WORKLOAD MANAGEMENT FRAMEWORK

51.1 This Agreement establishes a Framework for the planning, allocation and management of staff workloads. This Workload Management Framework (WMF) applies to all staff.

51.2 The University will manage workloads in accordance with the following principles.

- Workloads will be allocated in a fair and equitable manner.
- Workloads will be allocated with regard to the University’s duty to care for, and protect the health and welfare of, including legislative occupational health and safety obligations, staff in relation to the performance of their duties.
- Each staff member is entitled to a reasonable workload. In particular, the allocation of work to a staff member will be consistent with the staff member’s level of appointment, time fraction and stage of the staff member’s career and for professional staff, manageable within ordinary hours of work; and,
  - recognise the importance of maintaining an appropriate balance between work and personal life.
- Consistent with operational requirements and at the staff member’s request, workloads may be subject to reasonable adjustment to address work/life balance.
- Supervisors and managers will endeavour to ensure that all staff have the necessary resources advice and support to adequately manage their workload.
- Planning for workloads will include collegial discussion and fair and proper consideration of workload implications.
- Staff members and supervisors should ensure that workloads are managed such that leave entitlements are taken in a timely manner to ensure adequate breaks from work.

51.3 Each Budget Division will develop, in consultation with the Heads of Department within the Budget Division, a workload model that reflects the specific work undertaken by that area. The workload model will be consistent with the principles in clause 51.2 and with University policy, as amended from time-to-time.

51.4 The University encourages regular discussion between staff and supervisors regarding workload and priorities. As a minimum, workloads will form part of the Performance Development Framework review and feedback discussions outlined in clause 62.

51.5 The University will ensure that supervisors are aware of their responsibilities in managing workloads and are aware of the workload management principles in this Agreement.

Academic Workloads

51.6 In relation to the management of academic workloads, the following guidelines will apply.

- At the University, "academic work" encompasses research, teaching, knowledge partnerships and leadership and service activities.
- Academic work is a combination of assigned tasks and "self-determined" work. Assigned tasks include teaching and preparation for teaching, assessment, supervision and the necessary administrative and knowledge partnership activities associated with teaching and research at the University. The remainder of an academic staff member’s working time is time in which the staff member conducts research or other scholarly activity as appropriate to their appointment to the University. While such work may be directed by the University, the staff member will determine how such work is performed ("self-determined” work).
- The University and its staff shall recognise 1725 hours per annum as the maximum annual allocated hours for a full time staff member.
• In accordance with clause 51.3, each academic Budget Division will develop its own academic discipline-specific workload model. The workload model will be developed in consultation with the academic cohort within that Budget Division. Each workload model will include a notional proportionate breakdown of the components of academic work as they apply to the particular discipline or Budget Division and may include an appropriate means of comparing allocated workloads.

• Prior to each teaching period, an academic staff member and their supervisor will discuss:
  o the number of teaching contact hours per week required during that teaching period; and
  o the proportion of research, teaching, knowledge partnership and/or leadership and service activities expected of the individual staff member within the Budget Division’s notional proportional allocations.

• An academic staff member may have one standard teaching period per calendar year free of teaching (other than post-graduate supervision), provided that the academic staff member uses that time for research relevant to the discipline area and that the operational requirements of the Budget Division can reasonably be met.

• For the purposes of this clause, “teaching period” is a defined period of time during which students may be enrolled and available for attendance at specified teaching and learning activities. A “standard teaching period” is limited to standard semesters (being the defined standard teaching periods, Semester 1 and Semester 2, of an academic year, approved by Academic Board annually) and summer term (being the formally approved six week teaching period and one week assessment period that takes place before Semester 1 commences).

52. WORKLOAD REVIEW PROCESS – INDIVIDUAL COMPLAINTS

52.1 When there is a change in circumstances which has led, or is likely to lead, to a demonstrable increase or decrease in the workload of a staff member (for example the employment of additional staff), that staff member’s workload should be reviewed as soon as possible by the supervisor.

52.2 Individual workload complaints should be discussed with the staff member’s supervisor or Head of Department and, if necessary, his or her Head of Budget Division.

52.3 If an individual workload complaint relating to research or teaching load is not resolved under clause 52.2, an academic staff member may make a written application to the Dean for a peer review. The Dean will assemble a panel of three academic peers, at least one of whom will be familiar with the staff member’s academic discipline or specific work area. The panel will investigate the complaint taking into account:

• the provisions of the Budget Division’s workload model;
• the staff member’s academic work obligations (including his or her agreed proportional allocations);
• the staff member’s individual circumstances (including, relevant applications, schedules or deadlines for research); and
• the operational requirements of the Budget Division (including, teaching timetables and the numbers of students enrolled in courses).

The peer review panel will provide a recommendation to the Dean regarding the complaint and the Dean may take whatever action he or she considers appropriate.

52.4 Should the above processes fail to resolve such matters, a staff member may access the Review of Actions provisions outlined in Part N of this Agreement.

53. MONITORING AND EVALUATION

53.1 The Workload Advisory Committee (WAC) will meet at least four times a year to monitor workload regulation and provide a central point of reference for advice on the development of Budget Division workload models.
53.2 The WAC will consist of
• three representatives nominated by the University, of which at least one shall be an academic and one a professional staff member;
• three Union representatives, of which at least one shall be an academic and one a professional staff member; and
• a Chair, elected by the above members of the WAC from three nominees of the University’s Occupational Health & Safety (OHS) Committee.

53.3 The role of the WAC will be to:
• monitor the application of the WMF to work practices and policies;
• research, review and promulgate workload management best practice;
• upon invitation by a Budget Division, advise on the development of a workload model in accordance with clause 51.3; and
• upon the request of an investigator who is investigating an action under the Review of Actions provisions in Part N, advise on workload management issues to facilitate resolution of a workload matter.

53.4 The Workloads Advisory Committee will implement mechanisms to monitor and review workload management practices, including but not limited to Student Staff Ratios (SSRs), and will use this information to develop strategies to assist in the management of workloads.

Student Staff Ratios (SSRs)

53.5 The University will use its best endeavours to ensure that the University-wide SSR reported in the University’s Annual Report 2008 is maintained, and will reduce that ratio wherever possible. Further, the University will use its best endeavours to ensure that SSRs by University disciplinary cluster are maintained at the levels as derived from the DEEWR Student and Staff Collections for 2008 for the University, and will reduce those ratios wherever possible.

53.6 Where the University-wide SSR or the SSR targets in any University disciplinary cluster are not maintained, the parties will act in accordance with clause 51 (Workload Management Framework) to ameliorate increased demands on staff time. If SSRs again increase in subsequent years, the parties will take further ameliorative action to address any additional demands on staff time. The sources of the data for assessing compliance with this clause will be the University’s Annual Report and the University disciplinary cluster data that is to be reported annually to Council.

53.7 On 30 June each year, the University will provide the University-wide SSR and the SSR data by University disciplinary cluster to the WAC. The WAC will monitor these SSRs on an annual basis, identify any University disciplinary cluster in which SSRs have increased and any increase in the University-wide SSR and report to the Occupational Health and Safety Committee as a first step.

53.8 For the purposes of clause 53.5 to 53.7, a “University disciplinary cluster” is a cluster of like academic disciplines. The “disciplinary clusters” at the University are (i) Humanities & Social Sciences, (ii) Science, Engineering & Environment and (iii) Clinical Sciences.

54. FLEXIBLE WORKING ARRANGEMENTS

54.1 In recognition of the importance of flexible work practices and work/life balance, subject to the approval of their supervisor, staff will have access to flexible working arrangements which may include, but are not limited to:
• the Reduced Working Weeks Scheme in clause 54.3;
• flexible working hours;
• part-time work;
• job-sharing arrangements;
• home-based work in accordance with University policy; and
• such other initiatives as introduced by the University from time to time.

54.2 Except as provided in clause 54.4, the duration of a flexible work arrangement will be as agreed between the staff member and his or her supervisor, subject to operational requirements.

Reduced Working Weeks Scheme

54.3 The Reduced Working Weeks Scheme is available to all full-time and part-time, continuing and fixed term staff who wish to extend their leave options for personal and/or family responsibility reasons. A staff member may apply to reduce his or her current working year by multiples of two weeks up to eight weeks (pro-rata for part time staff), with salary proportionately reduced to fund an increase in additional paid leave over a 52 week period. The self-funded leave models available to a staff member, with agreement from his or her supervisor and subject to operational requirements, are as follows:

<table>
<thead>
<tr>
<th>Total absence in weeks</th>
<th>Annual leave</th>
<th>Weeks utilised for Life Balance Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>4</td>
<td>2</td>
</tr>
</tbody>
</table>

54.4 Participation in the Reduced Working Weeks Scheme is for a period of one year. Participation each year will be the subject of a separate application and approval process.

54.5 The University will, in any work area where a staff member is participating in the Reduced Working Week Schemes, take reasonable steps to limit the impact on the workloads of other staff by utilising backfill or other appropriate actions.

55. MEAL & TEA BREAKS

55.1 No staff member will be required to work more than five hours continuously without a meal break of at least half an hour.

55.2 Morning and afternoon tea breaks each of 10 minutes’ duration (to count as time worked) will be allowed under arrangements acceptable to the University. In order to maximise operational and personal flexibility, local work areas may agree to vary the timing of meal and tea breaks.

Part F1: Professional Staff Hours of Work

56. PROFESSIONAL STAFF HOURS WORK

Ordinary hours of Work

56.1 The ordinary hours of work for a full-time professional staff member will not exceed 36.25 per week.

Spread of Ordinary hours

56.2 The spread of ordinary hours of work for professional staff will be from 7.30 a.m. to 7.30 p.m., Monday to Friday, with the exception of the following:

- for staff employed at the University’s Sport Centre, the spread of ordinary hours of work will be 6.30am to 10.30pm, Monday to Friday; and
- for professional trades and services staff, the spread of ordinary hours of work will be as outlined in Schedule 2.

56.3 A professional staff member may agree to vary his or her days of work in accordance with clause 56.4.
Ordinary Working days

56.4 The ordinary working days for professional staff are Monday to Friday inclusive, except where by mutual agreement in writing between the University and a professional staff member, a professional staff member may agree to substitute Saturday and/or Sunday for a week day, in which case Saturday and/or Sunday will be treated as an ordinary working day (a week day) for the purposes of clause 58. This sub-clause does not apply to the staff covered by the Trades and Services Schedule (Schedule 2).

56.5 Where a professional staff member in any classification whose salary level is at or below salary fixed for a Professional Staff Level 6 by mutual agreement with the University agrees to vary their ordinary working days in accordance with clause 56.4 above, the staff member will receive a 25% penalty loading for the ordinary hours worked on the Saturday and/or Sunday. A staff member Professional Staff Level 7 or above will be entitled to time off in lieu at the rate of 25%.

56.6 Where a staff member agrees to vary their ordinary days of work in accordance with clause 56.4, the staff member will have the right to request to revert to working weekdays on the grounds of the staff member's personal circumstances including family responsibilities. In these circumstances, the University will not unreasonably refuse such a request. The staff member will normally make any such request a minimum of 3 months prior to the intended date of the reversion.

56.8 Where the University agrees to vary the ordinary working days of a staff member in accordance with clause 56.4, the University will have the right to vary those previously agreed arrangements where the work on those days are no longer required, for health and safety reasons or where operational funding is reduced and those arrangements can no longer be afforded. In these circumstances, the staff member will not unreasonably refuse such a request. The University will normally provide a minimum of 3 months notice to the staff member.

57. SHIFT WORK

57.1 Shift work is performed where a staff member is instructed by the University to start or finish his or her ordinary hours of duty other than on overtime outside the spread of hours defined at clause 56.2 or as varied by clause 56.4. Professional staff will be given seven days notice including five working days of the requirement to work or cease working shifts or to change times of starting or finishing work. A staff member on shift work will be paid an additional loading of 15% of salary per day.

57.2 Where the University requires a person engaged for ordinary hours for day work to move to shift work, it may request the staff member to vary his or her hours of attendance, in which case the staff member will be eligible for shift allowance in accordance with clause 57.1 in lieu of overtime for ordinary hours performed during the shift. The staff member will not unreasonably refuse a request to move to shift work.

58. OVERTIME

58.1 The University may require a staff member to work reasonable hours in excess of the ordinary hours of work and the professional staff member will, on reasonable notice, work such overtime in accordance with the instructions of an authorised officer.

58.2 A staff member may refuse to work overtime in circumstances where working overtime would result in the staff member working hours which are unreasonable, having regard to:

- any risk to the staff member’s health and safety;
- the staff member’s personal circumstances including any family responsibilities;
- the needs of the workplace;
- the notice (if any) given by the University of the overtime and by the staff member of their intention to refuse it; and
• any other relevant matter.

58.3 Other than by mutual agreement no professional staff member will be required to work a total amount of overtime in any tax year beyond that which would attract overtime payments of an amount equal to one-quarter of the professional staff member’s annual gross salary (excluding overtime payments) for the tax year.

58.4 A professional staff member in any classification whose salary level is at or below the salary fixed for a Professional Staff Level 6 will be eligible to be paid for overtime worked.

58.5 Where work over and above ordinary hours is directed, and the staff member is not eligible for paid overtime (at HEW 7 and above), the staff member is entitled to claim time off in lieu calculated at one and a half times the actual hours worked.

58.6 The staff member must document the hours worked, provide these details to their supervisor within five working days and discuss with their supervisor their arrangements for taking time off in lieu.

**Overtime, Sunday and University holiday rates**

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

- Week days - time and a half for the first three hours and double time thereafter;
- Saturdays - time and a half up to 12.00 noon (or the first three hours whichever occurs first) and double time thereafter;
- Sundays - double time;
- University holidays prescribed in clause 71 (University holidays) - double time.

**Time off in lieu**

58.8 By agreement, but not otherwise, a professional staff member eligible for overtime payment may be granted time off in lieu of overtime worked at a mutually agreed time convenient to the University, calculated at the relevant overtime rate.

**Return to duty**

58.9 Where a professional staff member who is eligible for overtime payment has completed the ordinary day’s work and is then given notice to return to duty on that day, payment at overtime rates as prescribed in clause 58.7 will be made provided that the professional staff member will receive a minimum payment as for three hours’ work at ordinary rates.
Part G: Special categories of work

59.  ON-LINE TEACHING

59.1  Within six months of the date of this Agreement, the University will commence the development of a policy on on-line teaching in consultation with the NTEU. This policy will include a provision that casual academic staff members should not have sole academic responsibility for developing an on-line teaching course. The University will ensure that the policy is implemented during the nominal life of this Agreement.

59.2  However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the resulting policy throughout and beyond the nominal life of the Agreement, in consultation with the NTEU.

60.  WORK-RELATED OFF-SHORE TRAVEL

60.1  The University will develop, implement and maintain a new off-shore work policy in consultation with the NTEU including (but not limited to) provisions concerning:

- reasonable right to refuse off-shore work;
- communication with immediate family;
- work-related travel between campuses;
- right to direct staff to return to Australia, where the University forms the view that it is unsafe for the staff member to remain offshore.

60.2  However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the resulting policy throughout and beyond the nominal life of the Agreement, in consultation with the NTEU.
Part H – Staff Development

61. **SUPERVISORS**

61.1 For academic staff, the supervisor is normally the Head of Department but may be another staff member normally of Level C or comparable rank. Where the Head of Department is not the supervisor, the academic staff member will be notified in writing. Academic staff members may request the nomination of an alternative supervisor.

61.2 For professional staff the supervisor will be nominated by the Head of the Organisational Unit.

61.3 Prior to undertaking the supervisory responsibilities of the Performance Development Framework, each supervisor must have completed training in the Performance Development Framework and methods of giving feedback. Normally this will occur within three months of the appointment of the supervisor.

62. **PERFORMANCE DEVELOPMENT FRAMEWORK (PDF)**

62.1 The Performance Development Framework (PDF) establishes a series of discussions and documentation of a staff member’s performance expectations, development activities and review of achievements over a period of time.

62.2 The PDF provides a basis for decision making in relation to career development, professional development, performance objectives, reward and recognition for performance and decisions in regard to bonus payments, loadings, linked advancement, accelerated increments and incremental advancement. While PDF outcomes will be considered as part of, they will not be the sole determinant of, academic probation.

62.3 All decisions relating to probation, performance improvement and disciplinary action for unsatisfactory performance must be made in accordance with the procedures defined in this Agreement.

Application of the Performance Development Framework

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

62.5 The Performance Development Framework does not apply to casual staff members (except for clause 61). The performance of casual staff members is managed consistent with clause 30.

62.6 The Performance Development Framework will be introduced and explained to new staff as part of the probation process to establish an understanding of the University’s PDF policy, their expected performance standards and performance support mechanisms, including professional development.

62.7 All new staff shall participate in a training program on the operation of the Performance Development Framework. Supervisors must undertake training in both the PDF process and the skills required to lead the process.

63. **ELEMENTS OF THE PERFORMANCE DEVELOPMENT FRAMEWORK**

63.1 The PDF will involve at least one performance review and one feedback discussion per 12-month period for eligible staff members. Where a fixed-term staff member is engaged for 12 months or less the review will be undertaken at least 2 weeks prior to the expiry of his or her fixed-term contract.

63.2 The principal elements to be covered in performance reviews and feedback discussions are:

- review of the role and/or responsibilities of the staff member, including objectives and skills and/or knowledge acquisition set in previous feedback discussions;
- consideration of the workload of the staff member (although staff members may raise workload issues with their supervisors whenever there is a concern or problem);
- acknowledgement of initiatives and achievements of the staff member;
• a plan which includes staff or professional development activities and future performance objectives;
• feedback to the staff member on his or her performance against previously determined objectives and whether performance has been unsatisfactory, satisfactory, good or outstanding;
• where appropriate, advice as to whether an increment will be awarded; and
• feedback and coaching to the staff member on specific areas requiring development, which should be clearly documented where performance is unsatisfactory.

63.3 Outcomes of feedback discussions shall be documented and the staff member may and supervisor must retain copies.

63.4 Details of performance reviews and feedback discussions shall remain confidential between staff members, their supervisors and subsequent supervisors, provided that where reasonably required in order to assist in the implementation of the PDF, details of the review outcomes may be shared with more senior managers in the relevant department or Budget Division. However, information shall be available to decision makers in pursuit of clauses 66, 67 and 68 (withholding increments, non-confirmation of probation and unsatisfactory performance) and, if required, to facilitate the management of reward and recognition of performance in accordance with clause 62.2.

63.5 Performance objectives and development plans will take into account the individual circumstances of the staff member and career objectives of the staff member, the operational requirements of the Department and should be aligned with the position description and performance standards of the employment level and take into account work fraction and comparative workloads.

64. PERFORMANCE IMPROVEMENT MEASURES

Non-application to probation

64.1 These performance improvement measures clauses shall not apply in relation to decisions regarding probation.

Action to be taken where performance is unsatisfactory: Performance Improvement Plan (PIP)

64.2 Where a supervisor can demonstrate that a staff member’s performance is unsatisfactory, he or she will schedule a review and feedback session to discuss with the staff member the elements of performance which are unsatisfactory.

64.3 If those discussions do not resolve the matter, the supervisor may develop a Performance Improvement Plan (PIP) in consultation with the staff member.

64.4 Staff members are entitled to have a Representative, which may include a Union Representative, assist them at any point in this process.

64.5 Prior to the implementation of the PIP, the staff member must be provided with an opportunity to comment on the draft objectives.

64.6 The PIP shall include:

• a clear statement of performance objectives;
• details of what is necessary to achieve the identified performance objectives;
• the time frame in which they are to be reached (which shall be no greater than 6 months unless otherwise agreed between the staff member and the supervisor);
• detail the provision of developmental or other support relevant to improving performance. Such support may include, but shall not be limited to, guidance, counselling and consideration of work allocation;
• specification of regular performance review meetings during the course of the PIP;
• a copy of this clause and clause 68 (detailing the potential penalties which may be imposed if no performance improvement is forthcoming).
64.7 Copies of all documentation associated with the PIP, including signed minutes of the performance review meetings, will be provided to the staff member.

65. REVIEW OF THE PERFORMANCE DEVELOPMENT FRAMEWORK

65.1 During the life of the Agreement, the parties agree to review the PDF and implement the outcomes of that review, in accordance with Schedule 6 to this Agreement.

66. INCREMENTS

66.1 An increment shall be awarded if a staff member has participated in the performance development framework and their performance has been assessed as satisfactory or better and the increment ceiling has not yet been reached.

66.2 No increment shall be deferred or denied due to a failure of the supervisor to conduct an annual review and feedback discussions under the Performance Development Framework.

66.3 An increment shall be deferred if a staff member has participated in the Performance Development Framework and has been assessed as unsatisfactory and is subject to a performance improvement process under clause 64.

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

66.5 An increment shall be denied:

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

66.6 Where an increment is deferred under clause 66.3 and where the staff member has reached the agreed standard of performance within six (6) months of the deferral and has demonstrated satisfactory performance for a period of six (6) consecutive months, an increment shall be awarded from the date on which it is agreed that the staff member’s performance was satisfactory. Should the staff member not reach the agreed standard, the staff member shall be advised of the reasons in writing, and the increment shall be denied.

67. PROBATION

67.1 Clause 67.3 and 67.7 to 67.9 apply to all appointments other than casuals and continuing academic staff.

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

**Probation periods**

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

<table>
<thead>
<tr>
<th>Duration of employment</th>
<th>Maximum probation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to one year</td>
<td>Three months</td>
</tr>
<tr>
<td>More than one year</td>
<td>Six months</td>
</tr>
</tbody>
</table>
Probation criteria

67.4 Probation criteria must be in writing and be:

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

Role of supervisor during probation period

67.5 The supervisor must support the new staff member by:

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

Probation and Confirmation Decisions

67.6 Staff members shall be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

67.7 The supervisor must make a recommendation as to whether the staff member will be confirmed normally no less than ten working days before the end of the probation period.

67.8 Where the recommendation is that the staff member not be confirmed, the staff member must have an opportunity to comment on the recommendation before it is acted on.

67.9 In making a decision not to confirm the staff member, the Vice-Chancellor must be satisfied that the probation procedures have been followed, and that the staff member was given appropriate support to achieve the desired standard.

Early decision

67.10 Any staff member in a probationary period, or their supervisor, may seek an early decision in relation to the probation, subject to clause 67.12.

Confirmation of continuing academic staff

67.11 The confirmation period for continuing academic staff members is a maximum of five years unless extended in accordance with clause 67.15 below. The determinants of whether appointment should be confirmed are whether the staff member achieves the probation objectives and has established the capacity to undertake an academic career. The principles and procedures in clauses 67.4 and 67.5 apply to the confirmation process.

67.12 The employment of the staff member may be terminated only:

- on the same basis as a confirmed continuing academic staff member; or
- if her or his performance is rated unsatisfactory, through an early decision not to confirm; or
- at the end of the confirmation period in accordance with this clause.
67.13 A recommendation by the Head of Department to confirm or not confirm must be made six months prior to the end of the probation period. The staff member may see and comment on the recommendation of the Head.

67.14 A committee of senior academic staff will review the recommendation of the Head of Department.

67.15 The committee of senior academic staff who determine the matter, may recommend that the Provost:

- confirm the appointment;
- not confirm; or
- extend the confirmation period by up to one year.

67.16 In the event that non-confirmation is recommended the staff member will be:

- advised of the grounds for non-confirmation;
- provided a minimum of six months notice of termination of employment; or
- at the discretion of the University, given payment in lieu of notice or part payment and part notice.

67.17 Within 10 working days of the receipt of advice of the recommendation not to confirm, the academic staff member may seek a review of that recommendation or decision by the Review and Appeals Committee established at clause 69 (the procedures in which shall be adapted to this clause). The grounds for review are the outcome of the committee’s deliberations was materially affected by a procedural irregularity; and in the case of early termination for unsatisfactory performance, under clause 67.12 there is insufficient evidence to support a finding of unsatisfactory performance. The Review and Appeals Committee will make recommendations to the Vice-Chancellor who shall determine the matter.

67.18 Prior to the Vice-Chancellor determining the matter, the staff member may comment on the grounds for the decision. The Vice-Chancellor will take into account any submission of the staff member.
Part I: Unsatisfactory Performance and Misconduct

68. UNSATISFACTORY PERFORMANCE AND MISCONDUCT

Application

68.1 The procedures set out in this Part will apply where there is alleged or actual:

- continued unsatisfactory performance;
- misconduct; or
- serious misconduct.

68.2 This Part does not apply to casual staff members.

68.3 The procedures in this Part do not apply to action in relation to unsatisfactory performance during a probation period, or to termination of employment under the probationary procedures.

Definitions

68.4 Unsatisfactory performance occurs where performance is below and continues to be below expected performance standards, despite attempts to improve performance in accordance with the Performance Improvement Measures set out in clause 64.

68.5 Misconduct means:

- negligence in the performance of the duties of the position held;
- misbehaviour (which shall include favouritism); or
- conduct in breach of the staff member’s contract or the University’s policies, regulations or procedures that does not constitute serious misconduct.

68.6 Serious misconduct:

(a) Serious misconduct means in relation to professional staff, any action or omission which would constitute serious misconduct under the Fair Work Act.

(b) Serious misconduct means in relation to academic staff:

- serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties; or
- serious dereliction of duties; or
- conviction by a court of an offence which constitutes a serious impediment to the carrying out of a staff member’s duties or to a staff member’s colleagues carrying out their duties; or
- acceptance of payment or other forms of inducement to vary the result of a student.

(c) Examples of conduct which may constitute serious misconduct are:

- theft;
- fraud;
- assault;
- serious or repeated bullying or harassment, including sexual harassment;
- persistent or repeated acts of misconduct; and
- wilful and gross breach of the staff member’s contract, the University's policies or regulations, such that it would be unreasonable to continue the staff member’s employment.

68.7 Disciplinary action means action by the University to discipline a staff member and is limited to:
• formal censure, warning or counselling;
• withholding of an increment for up to one year;
• demotion to a lower classification or increment and/or transfer to another position;
• in the case of professional staff unsatisfactory performance primarily related to a lack of skill or capacity, transfer to a more appropriate position;
• suspension with pay; or
• termination of employment, provided it may only occur on the following basis:
  o for continuing staff, in the case of serious misconduct or unsatisfactory performance, and
  o for fixed term staff, in the case of serious misconduct.

68.8 Upon a finding of misconduct or serious misconduct, disciplinary action includes administrative action, such as physical (but not organisational) relocation of the staff member or suspension of access to particular University computer applications that may be taken, having regard to the nature of the misconduct. For administrative action to be taken, there must be a sufficient connection between the action and the offence, and the purpose and extent of the administrative action must only be such as is strictly necessitated by the circumstances, not to impose an additional penalty.

Procedures

68.9 The Vice-Chancellor may take disciplinary action against a staff member for unsatisfactory performance, misconduct, or serious misconduct on the recommendation of the Provost or the Executive Director (Human Resources), if:

• allegations of misconduct or serious misconduct against the staff member have been investigated by an impartial person/s and a report of the investigation has been forwarded to the Provost or the Executive Director (Human Resources) and Vice Chancellor; or
• in the case of unsatisfactory performance, the staff member has previously been given a reasonable opportunity to improve their performance, a report consistent with clause 68.4 has been submitted to the Executive Director (Human Resources) for review and the staff member has had the opportunity to respond;

and

• the Review and Appeals process, if invoked, has concluded; and
• the staff member has been accorded fair treatment.

68.10 A staff member has been accorded fair treatment if:

• the staff member has been advised in writing of allegations made against her or him, including relevant facts, reasoning and documentation;
• the staff member has, during the investigation process, been given a reasonable opportunity to be heard, to produce all relevant evidence, to have relevant persons interviewed and to make written submissions in relation to all allegations and to comment on any disciplinary action recommended;
• the allegations have been investigated in accordance with this Agreement and with law;
• findings made against the staff member are made on the basis of a reasonable and accurate assessment of the evidence; and
• any disciplinary action is proportionate to the staff member’s alleged conduct or performance.

68.11 ‘Allegations’ refers to all the allegations which have led to the determination of unsatisfactory performance, misconduct or serious misconduct.

68.12 A recommendation from the Provost or the Executive Director (Human Resources) that a disciplinary penalty be imposed must be forwarded to the staff member before the Vice Chancellor determines the matter. The recommendation must be accompanied by a report detailing the alleged unsatisfactory performance, misconduct or serious misconduct and stating:
findings of fact;
conclusions reached on the evidence provided (including an outline of any evidence and documents relied on); and
reasons in support of findings (including any mitigating factors).

68.13 A staff member may seek review of the recommendation of the Provost or Executive Director (Human Resources) by the Review and Appeals Committee within ten (10) days of receiving it.

68.14 Where review is sought, the Review and Appeals Committee shall report to the Vice-Chancellor on:

(a) whether there is sufficient evidence to support the finding of misconduct or serious misconduct;
(b) whether the procedures of in this clause have been followed; and
(c) whether the proposed disciplinary action is in proportion to the level of unsatisfactory performance, misconduct or serious misconduct.

A copy of that report will be provided to the staff member.

68.15 The Committee must report within 20 working days of first convening (or such longer time as the Vice-Chancellor allows). The Vice-Chancellor shall then determine the matter and advise the staff member of the grounds for the penalty arising from the recommendations of the Review and Appeals Committee.

68.16 A staff member has the right to be represented by a person other than a practising barrister or solicitor when a matter is being investigated or reviewed under this Part.

68.17 At the time allegations are put to a staff member, the staff member must be advised whether, in the opinion of the University, the allegations amount to serious misconduct. If, at any stage during the investigation referred to in clause 68.9, but prior to a recommendation being made to the Vice-Chancellor pursuant to clause 68.12, the University finds that the allegations need to be amended or new allegations added or the allegations contain 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 provide a response prior to any further steps being taken by the University.

69. REVIEW AND APPEALS COMMITTEE

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

Composition

69.2 The Review and Appeals Committee shall consist of three members:

(a) a person from within the University chosen by the Vice-Chancellor;
(b) a person from within the University nominated by the relevant Union; and
(c) a chairperson chosen by the Vice-Chancellor in accordance with clause 69.6.

69.3 No member of a Review and Appeals Committee may represent the interests of either the University or the staff member.

Chairpersons of Review and Appeal Committees

69.4 Chairs appointed to Review and Appeal Committees under clause 69.2 shall have relevant experience, be independent and command the confidence of management and staff.

69.5 A pool of Chairs will be established by agreement between the University and the NTEU. Once initially established, the University and the NTEU can add additional persons to the pool by agreement.
69.6 The Chair of each Review and Appeal Committee established under this clause will be agreed between the University and the NTEU by the following process:

(a) The Vice-Chancellor will nominate an individual from the pool of Chairs referred to in clause 69.5. If the NTEU does not object to this nominee in accordance with clause 69.6(b), he or she will be appointed as Chair.

(b) The NTEU may object to the Chair nominated by the Vice-Chancellor in clause 69.6(a) if the NTEU considers that the nominee does not meet the requirements in clause 69.4, by providing a written statement to the University within 5 working days of the nomination.

(c) The University will consider the NTEU’s written objection and the Executive Director (Human Resources), or nominee, will meet with the NTEU to discuss the objection within five working days of receiving the written objection with a view to resolving the matter.

(d) If the matter cannot be resolved through the discussion in clause 69.6(c), the NTEU may refer the matter to FWA for conciliation within three working days of the discussion, requesting FWA convene a conference of the University and the NTEU as soon as possible to assist the parties to reach agreement on the Chair to be appointed from the pool. In the absence of agreement, the University and the NTEU agree to comply with any recommendation of FWA regarding the Chair to be appointed from the pool.

(e) If the NTEU does not apply to FWA within the timeline articulated in clause 69.6(d), the agreed and appointed Chair for the purposes of this clause will be the Vice-Chancellor’s initial nominee in clause 69.6(a).

Operation of Review and Appeal Committees

69.7 The Review and Appeals Committee must:

- act quickly, fairly, impartially, and confidentially;
- only consider the case brought before it in the light of the grounds for review specified at clause 68.14;
- provide a reasonable opportunity for the University and staff member and if they so wish, their Representatives:
  - to make representations and answer any matters in person or in writing,
  - to question any witnesses, and,
  - to present and challenge evidence;
- consider all the material relevant to the matter, including all material considered in any initial investigation, and any other material it thinks fit;
- permit the University and staff member and if they so wish, their Representatives, to be present at all hearings where evidence is taken or submissions are being made;
- at the request of the staff member or the University, keep an audio recording of the proceedings, but not its deliberations, which will be made available on request to either party;
- provide reasons to the Vice Chancellor; and
- provide a report in accordance with clause 68.14.

70. SUSPENSION AFTER ALLEGATION OF SERIOUS MISCONDUCT

70.1 Where serious misconduct is alleged, the Provost or the Executive Director (Human Resources) may suspend the staff member. Such suspension shall be on full pay.

70.2 Written notification of suspension, including the grounds for suspension shall be given to the staff member within two (2) working days of the suspension. During any period of suspension the staff member may be excluded from the University and denied access to University systems and facilities, provided that s/he shall be permitted reasonable access to the University for the preparation of his or her case and to collect personal property.
Part J: University Holidays and Leave

71. UNIVERSITY HOLIDAYS

University holidays

71.1 A staff member (other than a casual staff member) shall be entitled to the following holidays without loss of pay:

- 1 January (New Year’s Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
- Good Friday and the following Monday and Tuesday;
- 25 April (ANZAC Day);
- the day observed to celebrate the anniversary of the birth of the Sovereign;
- 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
- 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December;
- the days between Boxing Day and New Years Day; and
- any such other days as the Vice-Chancellor shall declare.

71.2 Where any day or days are gazetted in addition to or in substitution of any of the above mentioned days by proclamation or legislation, then that day or days shall be observed as a University holiday without loss of pay.

71.3 Labour Day and Melbourne Cup Day are not observed as University holidays.

71.4 Annual or sick leave are not deducted for an absence on University holidays. By agreement with their supervisor, a staff member may substitute a cultural or religious day of significance to the staff member for one of the University holidays.

72. ANNUAL LEAVE

Entitlement to annual leave

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

Taking Leave

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

Excessive annual leave entitlements

72.3 Staff members will take reasonable steps to ensure that their annual leave entitlement does not exceed 40 days. A staff member who has accrued annual leave entitlements in excess of 40 days, may cash out all or part of the excess entitlement by agreement in writing with the University, provided they also take an amount of paid annual leave equal to or greater than the amount cashed out.

72.4 A staff member who, at 31 October of any year, has accrued in excess of 36 days annual leave, will receive notification that his or her balance will exceed 40 days on 1 February the following year, unless leave is taken. If it is not, he/she will be taken to be directed (by the notice) to be on leave from 1 February for the period of leave in excess of 40 days, unless, over the preceding year, reasonable requests for leave have been denied and provided that in exceptional circumstances, a supervisor and staff member may agree in writing prior to 1 February for that excess leave to commence later in February.
Payment in Lieu on Termination

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

Sickness during Leave

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

Annual leave loading

72.7 Staff members shall be paid an annual leave loading in respect of leave entitlements accrued in the previous 12 months equal to 17.5 per cent of the ordinary pay of the staff member with a maximum payment equal to the Australian Statistician’s most recent known figure for Average Weekly Total Earnings of all Males (Australia) for the September quarter.

72.8 Annual leave loading accrued since the previous payment, will be paid to eligible staff in the first full pay period in December, or on termination.

73. LONG SERVICE LEAVE

Eligibility

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

Entitlement

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

73.3 Notwithstanding clause 73.1 and 73.2, after 7 years of continuous service, a staff member is entitled to pro-rata payment of long service leave upon termination of the staff member’s employment. The University may identify additional circumstances through policy where a staff member may be eligible to receive pro-rata payment of long service leave upon termination of the staff member’s employment.

Casual staff

73.4 In accordance with the Fair Work Act, service as a casual staff member which meets the requirements of the Long Service Leave Act 1992 (Vic) will count as service for long service leave under this Agreement from the commencement date of this Agreement. Service as a casual staff member prior to that date will not count as service for the purposes of determining when such a staff member is qualified for long service leave, or the amount of long service leave to which the staff member is entitled.

Taking long service leave prior to retirement

73.5 With the approval of the Head of Department, a staff member within three years of his or her retirement date may take their entitlement on half pay for twice the period, provided he or she has advised the University of this date in writing.
Sick leave while on long service leave

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

Research staff on fixed-term contracts

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

Long service leave management

73.8 The long service leave entitlement is capped at 19.5 weeks, unless, over the preceding year, reasonable requests for long service leave have been denied.

73.9 The University may direct a staff member with a long service leave entitlement in excess of 19.5 weeks to take up to 13 weeks long service leave with dates of such leave to be nominated by the University.

73.10 Long service leave balances must be reduced to a maximum of 19.5 weeks by no later than 30 June each year. A staff member with a long service leave entitlement in excess of 19.5 weeks may use the cashing out provisions in clause 73.11 to reduce his or her leave balance.

Cashing out long service leave

73.11 A staff member may make a request in writing to the University to cash out part of his or her accrued long service leave entitlement to the maximum extent permitted by law, provided the staff member also takes an amount of paid long service leave equal to or greater than the amount cashed out. The cashing out of part of a staff member’s accrued long service leave entitlement will only be permitted with the written agreement of the University and a minimum amount to be cashed out of 4 weeks will apply, unless the cashing out is in the circumstances of clause 73.10, in which case the minimum amount to be cashed out will be 2 weeks.

74. SICK LEAVE

Entitlement to and approval of sick leave

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

Calculation of sick leave accrual for academic staff

74.2 Academic staff who were employed prior to the University’s official record-keeping relating to academic staff sick leave and who have remained employed at the University, will for any period of employment prior to the commencement of record keeping relating to leave, be deemed to have:

(a) accrued sick leave on the basis of 15 days per year of service (pro rata); and
(b) taken sick leave at the rate of 5 days per annum for full-time staff (pro rata for part-time staff).
75. PARENTAL LEAVE

Eligibility

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

Entitlement - Maternity Leave

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

Entitlement - Partner Leave

75.3 A staff member with twelve (12) months service is entitled to five (5) working days paid partner leave, plus an additional period of up to 51 weeks unpaid leave where the staff member is to be the primary care-giver of the child.

75.4 A staff member who has taken maternity leave shall not be eligible for partner leave in respect of the same child.

75.5 Consistent with clause 75.17 to 75.20, a staff member on partner leave would not normally have access to the return to work bonus. However, where both staff members work at the University and the staff member identified as the primary care giver is on partner leave, he or she may be eligible for the return to work bonus, provided the mother of the child does not access the return to work bonus and has returned to work and the cumulative absence of both partners is no greater than 24 months.

Entitlement – Adoption & Permanent Care Leave

75.6 Adoption and permanent care leave is available to a staff member who either:

- adopts a child under the age of sixteen years (adoption leave); or
- takes responsibility for the permanent care of a child under the age of five years (permanent care leave),

provided that the child has not previously lived continuously with the staff member for a period of 6 months or more or is not a child or step-child of the staff member or the partner of the staff member. A staff member who has a child placed with them for the purpose of adoption or permanent care is entitled to a period of up to 52 weeks adoption or permanent care leave. Subject to these conditions, paid and unpaid adoption and permanent care leave is available on the same conditions as apply to maternity leave under clause 75.2.

Conditions of Leave

75.7 Appropriate certification relating to the birth or adoption or permanent care of the child and, where appropriate, the staff member’s legal responsibility may be required by the University.
75.8 A staff member on the paid portion of parental leave shall not engage in outside employment or full-time study. A staff member may take annual and long service leave during parental leave, provided the total period of parental leave, including unpaid leave, does not exceed 52 weeks.

75.9 If both parents are eligible for parental leave under this clause, each period of parental leave will follow the other and should not be taken concurrently, except for a period of three weeks over the child’s birth date or placement date.

75.10 No entitlement to payment or leave remains for any period after which employment ceases.

Fixed-term appointments

75.11 Where a fixed term staff member employed on a second or subsequent fixed-term contract:

- ceases employment because of the expiry of the contract; and,
- there is a break in service of 6 weeks or less; and,  
- the staff member is then re-employed by the University,

the break in service will not be deemed to interrupt their continuous service for the purpose of calculating eligibility for parental leave. Where the staff member receives a severance payment in accordance with clause 25 of this Agreement, these provisions will not apply.

Commencement of leave

75.12 Maternity leave normally commences no later than six (6) weeks before the anticipated date of birth. Leave may commence earlier or later provided that the University may request a supporting medical certificate.

75.13 Paid partner leave is commenced during the period from one (1) week before the anticipated date of birth or placement of the child until five (5) weeks after the birth or placement of the child.

75.14 Adoption and permanent care leave commences from the date on which a staff member takes custody of the child being adopted or permanent care of a child commences.

Resumption of duty

75.15 A staff member returning to duty from parental leave shall be entitled to return to the position held immediately before taking parental leave, or before she worked a reduced fraction due to pregnancy. If that position no longer exists the University shall employ him or her in a position commensurate with the classification and duties for which he or she is qualified.

75.16 By agreement, a staff member may resume duty earlier than the date originally approved with the agreement of the Head of Department.

Return to work bonus

75.17 Where a staff member is on maternity or adoption and permanent carer leave and he or she has completed more than twelve months service at the date the leave is to begin, a return to work bonus equal to twelve (12) weeks salary will be paid upon the staff member’s return to work. This may be used as an allowance to offset costs associated with parenting, such as childcare costs, paid time release, to work reduced hours while maintaining a higher salary, or as a cash grant to be used for re-establishing the staff member’s career, such as for research, conference attendance or staff development opportunities.

75.18 Staff members must apply to receive the bonus in accordance with University policy, which requires written agreement with the University requiring him or her to return to work for a period of at least twelve (12) months following his or her return to work; or repay all monies received or paid as the return to work bonus.
75.19 A staff member may access all or part of the return to work bonus prior to returning to work.

75.20 Where a staff member does not return to work for at least twelve months, the University is entitled to deduct the monies to be repaid from any outstanding entitlements unless this is varied in compassionate circumstances determined by the Vice-Chancellor.

**Sickness while on Maternity Leave**

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

**Extension of parental leave**

75.22 A staff member on parental leave may request in writing to extend her or his initial period of parental leave for a further continuous period of up to 12 months. The total period of parental leave taken per occasion must not exceed 24 months. If the staff member's partner is also eligible for parental leave under this clause and he or she has taken a period of parental leave, the staff member is entitled to request an extension that amounts to a continuous period of up to 12 months less the period of parental leave taken by the staff member's partner. The period of extended parental leave is unpaid.

**Further family provisions**

75.23 A staff member entitled to parental leave pursuant to this clause may request the University to assist the staff member in reconciling work and parental responsibilities by allowing her or him to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks or to return from a period of parental leave on a part-time basis until the child reaches school age.

**Consideration of Requests**

75.24 The University shall consider requests made pursuant to clause 75.22 and 75.23 having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the University's operations. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on University services.

**Statutory Paid Parental Leave Scheme (PPL Scheme)**

75.25 The parties agree to review the impact of the Federal Government’s PPL Scheme expected to be introduced in 2011, when full details of the PPL Scheme have been finalised. This Agreement will be taken not to limit or preclude the application of that PPL Scheme in accordance with its terms.

76. **CARER’S LEAVE**

76.1 A staff member who is employed on a continuing basis; or has been employed by the University for a period of one (1) or more years, is entitled to up to five (5) days' non-cumulative carer’s leave per year, to care for members of the staff member’s immediate family or household who are dependent upon the staff member for care, when that person is ill; or an emergency renders it essential that the employee attend to that person.

76.2 If a staff member has not yet accrued or exhausts his or her entitlement to carer’s leave under clause 76.1, he or she may access his or her accrued sick leave entitlement in clause 74.1 for the caring purposes outlined in clause 76.1, up to an aggregate of ten (10) days paid leave per annum.
76.3 Notice of intention to take, and the reason for, carer’s leave must be provided by the staff member to the Head of Department in accordance with University policy.

76.4 When carer’s leave is used to care for a family member who is ill, the staff member may be required to provide to the University a medical certificate from a registered medical practitioner, confirming the nature of that person’s illness (in general terms) and the expected duration of the illness. Where a medical certificate is not applicable to leave taken pursuant to this clause, or a medical practitioner has not attended, the staff member may be required to provide the University with a statutory declaration attesting to the reason (s) for the leave. Any information and/or material obtained by the University pursuant to this clause will not be provided to any person (s) who does not have a lawful purpose for requiring the information and/or material.

77. COMPASSIONATE, CULTURAL AND SPECIAL LEAVE

Compassionate Leave

77.1 A staff member shall, on the death of a member of the staff member’s immediate family or household, or in the event of an illness or injury that poses a serious threat to the life of a member of the staff member’s immediate family or household, be entitled on notice to paid leave for a period not exceeding the number of hours worked by the staff member in two ordinary days work. Proof of such death or illness or injury may be required by the University.

Indigenous Australian Cultural/ Ceremonial Leave

77.2 Indigenous Australian staff members shall be entitled to up to 5 days paid leave per annum (non-cumulative) for NAIDOC, community, cultural and ceremonial duties. Satisfactory evidence, such as a statutory declaration, may be required.

Special Leave

77.3 The University will provide special leave to staff with pay for various reasons, including donating blood, jury service, fire-fighting, rendering community assistance in the event of a state disaster and undertaking examinations in subjects approved by the University. Special leave may also be granted in other circumstances at the discretion of the Head of Department or delegate. Where a need exists specific to a Faculty (or equivalent), a Dean (or equivalent) may determine that a further category of activity can be encompassed by special leave.

78. GENERAL PROVISIONS REGARDING LEAVE

78.1 Part time employees shall accrue and take leave on a pro-rata basis. The University will apply fair administrative policies giving effect to these principles in a way which does not reduce the leave accruals of any part-time employee.

78.2 Casual staff are not entitled to any paid leave by virtue of the operation of Part J, except as provided for in clause 73.4 or any entitlement a casual staff member may have to paid parental leave under the Federal Government’s Paid Parental Leave Scheme.

78.3 Periods of leave without salary do not count for accrual of long service leave, annual leave or sick leave purposes.

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

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

80. COMMITMENT TO EMPLOYMENT SECURITY

80.1 The parties recognise the importance of job security for staff. Until the nominal expiry date of the Agreement the University commits to the goal of no reduction in overall staff numbers, save for normal turnover and cyclical fluctuations. While seeking to adhere to this commitment, the University reserves the right to make adjustments to staffing in areas where restructuring is required. When having to manage any adjustments in staffing, the University will seek to ensure that staff have the maximum opportunity for redeployment, including implementing the University’s placement policy before a formal declaration of redundancy.

81. TERMINATION OF STAFF MEMBERS

81.1 This clause does not apply to casual staff.

Agreement is sole source of power to terminate

81.2 All decisions to terminate the employment of an academic or professional staff member must be in accordance with the relevant provisions of this Agreement.

81.3 Notice of termination of employment will be in accordance with Division 11 of Part 2-2 of the Fair Work Act, provided that any greater period of notice specified in the staff member’s contract of employment or in this Agreement will continue to apply.

81.4 Notice or payment in lieu of notice shall not be required in relation to termination of a staff member found to have engaged in serious misconduct, such that it would be unreasonable to require the University to continue employment during that notice period.

81.5 Nothing is this clause shall displace or override any applicable right or entitlement a staff member may have under workers compensation legislation, including the Accident Compensation Act 1985 (Vic).

81.6 Nothing in this Agreement shall affect the operation of any law empowering a Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member, or to otherwise deal with the dismissal of that staff member.

82. TERMINATION OF EMPLOYMENT AS A RESULT OF ILL HEALTH

82.1 The procedures of this clause are independent of any right that a staff member may have to medical retirement benefits under his or her superannuation fund. Where a staff member applies to his or her superannuation fund, the provisions of clause 82.7 to 82.10 below apply.

82.2 A staff member whose capacity to perform the duties of his or her position is in doubt, apparently as a result of a medical condition, may be required by the University to undergo a medical examination. Unless there is well founded concern of the potential for immediate harm to the staff member or others as a result of a medical condition (in which case the University may suspend the staff member from duty with pay until action is taken in accordance with clause 82.4 or 82.6), the University will give not less than 2 months’ notice that a medical examination is required; choose the medical practitioner; and pay for the cost of the examination.

82.3 The medical practitioner will as far as possible apply the same standards that would be used by the staff member’s superannuation scheme in granting permanent disablement or other similar benefit.

82.4 A copy of the medical practitioner’s report will be provided to the Vice-Chancellor and the staff member. Where the medical report states that the staff member is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months, the University may terminate the employment of the staff member in accordance with the notice period required by the
staff member’s contract of employment or, where no notice is specified, a period of 6 months’ notice in writing. The staff member may seek review of the termination under clause 82.11.

82.5 The staff member may submit a resignation before the University terminates his or her employment, provided the last day of duty is within a reasonable period.

82.6 Where a staff member refuses to undergo a medical examination within 3 months of a written notification to do so, the University may reasonably conclude that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within 12 months, and may terminate employment giving 6 months notice.

Superannuation applications

82.7 At any time during the processes in clause 82.2 to 82.6 above, a staff member may apply to his or her superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will cease subject to clause 82.10 and 82.11.

82.8 Pending the superannuation fund’s decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.

82.9 Action at clause 82.4 may recommence if a medical examination has occurred and has found that the staff member is not likely to be able to resume duties within 12 months, but the superannuation fund refuses a permanent disablement or temporary incapacity benefit.

82.10 If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in clause 82.2.

Review

82.11 Within 10 working days of receiving notice of termination under clause 82.4, the staff member or, where the staff member has chosen, his or her Representative may request that a Medical Panel review the findings of the medical report.

82.12 The Medical Panel will comprise three medical practitioners, being: one appointed by the University; one recommended by the staff member or where they have chosen, their Representative; and one appointed by the President of the Victorian Branch of the Australian Medical Association.

82.13 The Medical Panel must not include the practitioner who made the initial report and will as far as possible apply the same standards that would be used by the staff member’s superannuation scheme in granting permanent disablement or other similar benefit.

82.14 The staff member’s employment will not be terminated by the University unless and until the Medical Panel confirms the findings of the medical report.

83. REDEPLOYMENT AND REDUNDANCY: ACADEMIC STAFF

Application

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

83.2 Where the University has decided to terminate the employment of one or more staff members for reasons of an economic, technological, structural or similar nature, including:

(a) decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
(b) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
(c) financial exigency within an organisational unit or cost centre; or
(d) changes in technology or work methods;

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

Notice Period

83.3 The relevant notice period for a staff member who has received notification pursuant to clause 83.2 will be determined by a combination of two scales, based on age and length of service.

83.4 Age based scale

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<thead>
<tr>
<th>Age</th>
<th>Notice</th>
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<tbody>
<tr>
<td>45 or over</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40 - 44</td>
<td>20 weeks</td>
</tr>
<tr>
<td>39 or under</td>
<td>18 weeks</td>
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Length of service

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

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

Transition Period

83.6 An eight week transition period will commence immediately upon written notification of termination being given to the staff member pursuant to clause 83.2. By the expiration of fourteen days from the commencement of the transition period, the staff member must indicate to the University which of the following options for separation he or she wishes to choose:

(a) to elect early separation and include the balance of the transition period in his or her redundancy benefits; or
(b) to apply to the Vice-Chancellor for a review of the decision to terminate the staff member's employment and/or to seek redeployment within the University.

Elect early separation

83.7 A staff member who has been given notice pursuant to clause 83.3 may decide to include the balance of the transition period in his or her redundancy benefits, in which case the staff member will receive upon
termination:

(i) the unexpired portion of the eight week transition period as part of the genuine redundancy payment; and

(ii) the balance of the notice period prescribed in clause 83.3 as part of the genuine redundancy payment; and

(iii) payment on a pro rata basis for long service leave.

83.8 All payments under this sub-clause shall be calculated on the staff member’s salary at the date of cessation of employment.

Review of the decision to terminate on the grounds of redundancy

83.9 A staff member who has been given notice pursuant to clause 83.3 may apply to the Vice-Chancellor within fourteen (14) days of such notice, for a review of the decision to terminate his or her employment, on the grounds that the University did not act fairly or properly in making the decision to terminate, or that the rules of natural justice were not applied, or that the decision was discriminatory.

83.10 Upon receiving such an application, the Vice-Chancellor will immediately refer it to a Review Committee, constituted as for a Review and Appeals Committee, to investigate the process leading to the decision to terminate. The Review Committee must be established and the matter referred to the Committee within 7 days of receipt of the referral.

83.11 The Review Committee must determine within no more than three (3) weeks after the referral, whether the University acted fairly, properly and in accordance with the rules of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory.

83.12 The Review Committee shall provide the staff member adequate opportunity to put forward a verbal or written submission relating to the process in question and will conduct the investigation in an expeditious and informal manner.

83.13 If the Review Committee does not complete its deliberation within the time frames allowed in the Agreement, it must make application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which it will reach a conclusion.

83.14 The Review Committee shall, after making a determination, make recommendations to the Vice-Chancellor, who must take into account the findings of the Review Committee.

83.15 Should the Review Committee determine that the process was complied with by the University, the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the staff member by two weeks, if the staff member wishes to be redeployed.

83.16 Should the Review Committee determine that the University did not act according to the rules outlined in clause 83.9 above, the matter shall be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action. In making a determination, the Vice-Chancellor must take into account the findings of the Review Committee.

Redeployment

83.17 Should the staff member seek redeployment, the University shall provide the staff member and the staff member’s Representative if they so choose with all relevant details, and taking into account the relevant skills, experience and work preferences of the staff member shall:

(i) examine options for retraining;
(ii) examine measures that could be taken to avoid termination;
(iii) arrange counselling for the staff member as required;
(iv) monitor all vacancies within the University;
(v) offer the staff member redeployment to a suitable vacant position where such a position exists;

83.18 In this sub-clause, ‘suitable vacant position’ means a position at the same classification level of the staff member and for which the staff member has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if a staff member needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than 6 months. Where the staff member, having elected redeployment, unreasonably rejects an offer of redeployment to a suitable vacant position, the Vice Chancellor may terminate his or her employment on the basis of the notice provisions in Division 11 of Part 2-2 of the Fair Work Act and the staff member will not receive a redundancy payment.

83.19 At the staff member’s request the University shall consult with a Representative of the staff member on the steps (i)-(v) in clause 83.17.

Failure of Redeployment or Review

83.20 Should the staff member elect redeployment or review and subsequently fail to be redeployed to a suitable vacant position, or fail in his or her review application, the staff member will, at the completion of the 8 week transition period (or ten weeks, if the Vice-Chancellor elected to extend the time frame for redeployment pursuant to clause 83.15), either:

(i) where it has been agreed that the staff member will work out his or her notice period, commence working out his or her period of notice, or

(ii) have his or her employment terminated. The staff member will then receive upon termination:

(a) a genuine redundancy payment equivalent to the notice period prescribed in clause 83.3;

and

(b) payment on a pro rata basis for long service leave.

83.21 All payments under this subclause shall be calculated on the staff member’s salary (including fortnightly paid Agreement based allowances and loadings) at the date of cessation of employment.

84. REDEPLOYMENT AND REDUNDANCY: PROFESSIONAL STAFF

Application

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

Grounds for redundancy

84.2 The University may decide to terminate the employment of one or more professional staff members as a consequence of circumstances such as:

(a) changes in work methods;
(b) re-organisation;
(c) financial exigency;
(d) introduction of new technology;
(e) where the duties of the position are changed such that the staff member is not competent to perform those duties provided that a staff member shall not unreasonably refuse appropriate retraining offered by the University in relation to the changed duties; or
(f) where the staff member, with reasonable cause, refuses to accept geographic relocation.
Notification of Redundancy

84.3 Where a redundancy arises, the Vice-Chancellor shall advise the staff member and, if the staff member wishes, a Representative, that his or her position is to be declared redundant and his or her employment may be terminated. This written advice shall detail the reason(s) for the decision.

84.4 At the time of the notification of redundancy, the Vice-Chancellor may, following consideration of the potential for the redeployment of a staff member:
(a) invite the staff member to accept a voluntary redundancy payment in which case the staff member shall have ten (10) working days in which to accept the offer with immediate effect; and/or
(b) invite the staff member to be considered for redeployment in which case the staff member shall have ten (10) working days in which to accept the offer with immediate effect; or
(c) terminate the staff member’s employment with an entitlement to a genuine redundancy payment equivalent to the unexpired period of the notice period (as defined at clause 84.10) which will commence on the day on which the staff member is formally notified that his or her position is redundant.

84.5 Should the staff member not accept an invitation within ten (10) working days to be retrenched voluntarily or be considered for redeployment, the Vice-Chancellor may terminate the staff member’s employment in accordance with clause 84.3 (c).

Voluntary Redundancy

84.6 Where a staff member is offered and accepts an offer of voluntary redundancy, the staff member shall receive upon termination, a genuine redundancy payment calculated as follows:

- the unexpired portion of the ten (10) working day period in clause 84.4(a); and
- a sum equal to three (3) weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of continuous service, provided that the maximum sum payable shall be 52 weeks’ salary and the minimum sum payable shall be four (4) weeks salary.

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

Redeployment

84.8 Where a staff member accepts an offer to be considered for redeployment, a two month redeployment period will commence on the day on which the staff member is formally notified that his or her position is redundant. During the redeployment period, the Vice-Chancellor shall examine options for redeployment.

84.9 Where, at the expiry of the redeployment period, redeployment has not been achieved the University may either:

- terminate the staff member’s employment with an entitlement a genuine redundancy payment equivalent to the unexpired portion of the notice period as defined at clause 84.10; or
- transfer the staff member to a position of equivalent classification and salary for which the staff member is suitable having regard to their qualifications and experience, in which case this clause no longer applies.

Where such a transfer is rejected, the Vice-Chancellor may terminate the staff member on ten (10) working days’ notice (or such period as specified in clause 84.5) and without payment of any retrenchment benefit.
Termination of Employment

84.10 The Vice-Chancellor may terminate a staff member’s employment with an entitlement to a genuine redundancy payment equivalent to the unexpired period of the notice period as defined below.

- Where the staff member is 45 years of age or more or has at least 20 years’ continuous service: 12 months
- Where the staff member is 44 years of age: 11 months
- Where the staff member is 43 years of age: 10 months
- Where the staff member is 42 years of age: 9 months
- Where the staff member is 41 years of age: 8 months
- Where the staff member is 40 years of age: 7 months
- All other staff members: 6 months

84.11 Provided that the above periods shall not extend employment beyond a date on which the staff member has indicated in writing his or her intention to retire.

Payment of accrued entitlements

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

85. PAYROLL DEDUCTIONS

85.1 At the written request of a staff member, the University will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the union’s rules. There will be no charge to the staff member for this service. The staff member or the union shall be entitled to cancel the arrangement at any time by advice in writing.

86. TIME RELEASE FOR NTEU OFFICE BEARERS

86.1 The President and Secretary of the NTEU University Branch will be allowed reasonable time off during working hours for the conduct of NTEU business. Time release arrangements for the President and Secretary of the NTEU University Branch will be as agreed between the University and the NTEU University branch.
Part M: Staff Consultation

87. MANAGING CHANGE

Preliminary Feedback Process for Change Within Budget Division

87.1 Where a Budget Division is considering changes that may have a significant effect on staff within that Budget Division and which it considers are likely to lead to a formal change proposal, it will provide a draft change proposal (which may include different options under consideration) to staff likely to be directly affected and the Union(s), prior to a formal change proposal as described in clause 87.4. Those staff and Union(s) will have the opportunity to provide feedback on the draft change proposal and can suggest alternatives. The draft proposal and feedback shall be kept confidential to the staff members involved and the relevant Union(s).

Formal Consultation

87.2 Prior to making a decision to introduce major change(s) in the services it provides (including contracting out), administrative methods or structure, significant changes to the structure of the academic year, organisation, forms of employment or application of technology, which are likely to have significant effects on staff members, the University will consult with staff likely to be affected by a proposed change and the Union(s).

87.3 The University shall discuss with the staff members affected and the Union(s) the introduction of the major change(s) and the effects the changes are likely to have on staff members, and will give prompt consideration to matters raised by the staff members or the Union(s) in relation to the changes.

87.4 In conducting these discussions the University will provide a written formal change proposal to the affected staff members and the Union(s), including all relevant information about the changes such as the nature of the changes proposed, the rationale for the proposed changes, the expected effects of the changes on staff members, and any other matters likely to affect staff members. The period and extent of the consultation will reasonably reflect the nature and scope of the proposed change and will normally involve not less than two weeks of consultation with the relevant staff members and Union(s) on the proposed change.

87.5 A staff member may choose to act through a Representative, in which case the University will also consult, discuss, inform and consider the views of the Representative in accordance with this clause.

87.6 Nothing in this clause constitutes a power of veto over the University’s decision making processes.

87.7 For the purposes of this clause:

(a) “significant effects” includes termination of employment, major change in the composition, operation or size of the University’s workforce or in the skills required, the elimination or diminution of job opportunities or job tenure, the alteration of hours of work, or the need for retraining or transfer of staff members to other work or locations and the restructuring of jobs.

(b) “consultation” includes a bona fide opportunity to influence the decision maker and requires the decision maker to give genuine consideration to, and take into account, the views of staff and Unions and any alternatives proposed during the consultation period. It does not give staff or Unions a right to joint decision making.

(c) “Union(s)” means unions who have coverage of the staff referred to.

88. CONSULTATION ON CONTRACTING OUT

88.1 The parties acknowledge that from time to time, the University will review its services and functions, with a view to determining the most efficient and effective means of carrying out those services and functions, in light of appropriate performance standards.
88.2 If, as the result of a review referred to in clause 88.1, the University considers that contracting out the whole or part of a particular service or function may be an appropriate option, and which is likely to have significant effects on staff members, the University will advise staff in this respect in accordance with clause 87.4, with such a report to include costings and statements of required standards of service. The University will also consult with staff with a view to possible alternatives for contracting out the service or function.
Part N: Grievances and Dispute Resolution

89. REVIEW OF ACTIONS

Principles

89.1 The University will maintain a fair process to resolve the employment grievances of individual staff. In doing so, the University seeks to achieve and maintain a workplace that encourages a productive and harmonious working environment.

89.2 Within this context, staff grievances will be dealt with quickly, impartially and fairly.

89.3 Where possible, grievances should be dealt with locally and informally.

89.4 Where local grievances arise, work shall continue according to custom and practice while these provisions are implemented.

89.5 A staff member may act by way of a Representative at any time during the review process if they so choose, provided that authority is given in writing.

89.6 The Vice-Chancellor will, following consultation with the NTEU and other Unions covered by this Agreement, establish an agreed pool of persons, including persons from within the University, who have relevant skills and expertise in dispute resolution, consistent with clause 89.2.

Actions which may be the subject of grievances

89.7 Subject to clause 89.9, an individual staff member is entitled to apply for review of the merits of any action (e.g. workload allocation, misapplication of University policy), including a failure or refusal to act, that relates to his or her employment by the University. Applications for reclassification of positions for professional staff are dealt with under clause 42 of this Agreement and the review of actions provisions in this clause 89 do not apply to professional staff classification matters.

89.8 A group of staff members may jointly apply for review of an action affecting each member of the group if the action is an alleged unfair application of University policy.

Some actions need not be reviewed

89.9 The Vice-Chancellor has the discretion to decide that the following actions should not be reviewed:

- where the application for review of the action was made more than 1 year after the action complained of, and there are no exceptional circumstances explaining this delay;
- where the application for review of the action is frivolous or vexatious;
- where the affected staff member has previously applied for review of the same action:
  - under these provisions, and a review was, or is currently being, conducted in accordance with these provisions; or
  - under clause 86 (Review of Actions) of the University of Melbourne Enterprise Agreement 2006, and the review was conducted in accordance with that clause; or
  - under any other review or disputes process that meets the criteria in clause 89.2 (unless that alternative review or disputes process is identified as being an inappropriate avenue for full resolution of the complaint) and the complaint was, or is currently being, dealt with in accordance with that process;
- where the affected staff member does not have sufficient direct personal interest in review of the action; and,
- where there is an alternative internal review procedures which meets the criteria in clause 89.2 (including, but not limited to, disciplinary action, academic promotion, sexual harassment, discrimination, victimisation and action arising under the Accident Compensation Act 1985 & the Occupational Health and Safety Act 2004) in which case the Vice-Chancellor will advise the staff member of the alternative procedure.
Making applications for review

89.10 Prior to making an application for review the staff member shall discuss the matter with their supervisor or the person who made the decision. Alternatively, the staff member may elect to discuss the matter with Human Resources. All reasonable attempts to resolve the matter must be made as soon as practicable and where the matter is resolved, an appropriate record of the agreement will be kept.

89.11 Applications for review must be in writing and must state briefly why the review is sought and any specific outcome which the staff member is seeking to achieve by having the action reviewed. Applications for review of actions should be made to the Vice-Chancellor.

89.12 Upon receipt of an application for review, the Vice-Chancellor is to decide on an appropriate method for reviewing the action within the principles outlined at clause 89.2 including allocating the matter to a person from the pool, in accordance with clause 89.13.

89.13 A staff member is entitled to have the matter reviewed by a member of the pool not involved in the matter who will attempt to resolve the matter and if this is not possible, conduct a review.

89.14 Once the review is completed, the reviewer will provide a written report to the Vice-Chancellor.

89.15 Upon receipt of the report, the Vice-Chancellor will:

- confirm the action,
- vary the action, or
- set the action aside and substitute a new action.

89.16 In complying with clause 89.15 above, the Vice-Chancellor shall have due regard for the recommendations of the report of the reviewer and shall advise the aggrieved staff member and other relevant persons of the decision and the reasons for the decision.

90. DISPUTE RESOLUTION

Application of this clause

90.1 It is agreed that the University, the Unions and all of the staff have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement. These procedures shall apply to any dispute raised by a Union, a staff member or the University regarding the application of this Agreement and the National Employment Standards in the Fair Work Act (other than a dispute about whether the University had reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act). A staff member involved in the dispute will be entitled to be represented by a Representative at any and all stages of this procedure.

Procedure to be followed in the event of a dispute

90.2 In the first instance the parties to the dispute shall discuss the dispute to attempt in good faith to reach agreement or otherwise resolve the dispute. A dispute in relation to a single staff member will in the first instance be discussed under this sub-clause between the staff member and/or their Representative and the supervisor or where this is not appropriate, with Human Resources.

90.3 Where a dispute is not resolved under clause 90.2 the matter will be referred to the Executive Director (Human Resources) to assist in the process of resolution. If the dispute is not resolved within five (5) working days of referral to the Executive Director (Human Resources) it may be referred in writing by any party to the dispute to a Disputes Committee for resolution in accordance with clause 90.4.
90.4 A Disputes Committee shall be convened within five working days of a written request being made in accordance with clause 90.3, unless agreed otherwise. The Disputes Committee shall consist of equal numbers of nominees of management and equal numbers of nominees of the relevant Union.

90.5 To avoid doubt, in addition to the parties to the dispute, any staff member directly involved in the dispute will be entitled to put his or her position to the Disputes Committee and will be advised of its deliberations. The staff member may request to be accompanied by his or her Representative if they choose to be represented.

90.6 The Disputes Committee shall attempt to resolve the matter within five working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by the parties to the dispute.

**Industrial action**

90.7 Until the parties to the dispute agree that the procedures described in clause 90.2 to 90.6 have been exhausted:

(a) work shall continue in the normal manner;
(b) no industrial action shall be taken by a party bound by this Agreement;
(c) management shall not change work, staffing or the organisation of work if that is the subject of a dispute, nor will any party bound by this Agreement take any other action likely to exacerbate the dispute; and
(d) the subject matter of the dispute shall not be taken to FWA by any party to the dispute.

**Reference to Fair Work Australia (FWA)**

90.8 Should the dispute not be resolved by the processes referred to in clause 90.2 to 90.6 or if any party to the dispute refuses to engage in the processes referred to in that clause, the matter may be referred to FWA by either party to the dispute.

90.9 Subject to the parties to the dispute having complied with the procedures set out in clause 90.2 to 90.6, FWA may resolve the dispute to the extent that it relates to the application of this Agreement or the NES (other than a dispute about whether the University had reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act) by the processes of conciliation and/or arbitration. The parties covered by this Agreement will implement any decision of FWA

**Alternative dispute resolution procedure**

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

91. **ACCESS TO EXTERNAL JURISDICTIONS**

91.1 Provided that in the first instance the relevant procedures in this Agreement should be followed, nothing in this Agreement shall affect the operation of any other law empowering any court or external tribunal which has jurisdiction to deal with any causes of action or claims arising from actions taken in accordance with this Agreement.
SCHEDULE 1 – SALARIES

As per clause 44 of the Agreement, the salary increases/rates outlined in this Schedule will be paid in the first full pay period after (“ffppa”) the dates listed.

1. CONTINUING AND FIXED-TERM ACADEMIC STAFF

Continuing and Fixed-term Academic Staff

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<thead>
<tr>
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<td>3.5%</td>
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<td>3%</td>
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</tbody>
</table>

Research Assistant Grade 1

| 1 | $47,212 | $48,157 | $49,843 | $51,339 | $52,366 | $54,461 |
| 2 | $48,750 | $49,725 | $51,466 | $53,010 | $54,071 | $56,234 |
| 3 | $51,700 | $52,734 | $54,580 | $56,218 | $57,343 | $59,637 |

Level A

| 1 | $51,707 | $52,742 | $54,588 | $56,226 | $57,351 | $59,646 |
| 2 | $54,657 | $55,751 | $57,703 | $59,435 | $60,624 | $63,049 |
| 3 | $57,615 | $58,768 | $60,825 | $62,650 | $63,903 | $66,460 |
| 4 | $60,568 | $61,780 | $63,943 | $65,862 | $67,180 | $69,868 |
| 5 | $62,971 | $64,231 | $66,480 | $68,475 | $69,845 | $72,639 |
| 6 | $65,368 | $66,676 | $69,010 | $71,081 | $72,503 | $75,404 |
| 7 | $67,767 | $69,123 | $71,543 | $73,900 | $75,164 | $78,171 |
| 8 | $70,167 | $71,571 | $74,076 | $76,299 | $77,825 | $80,939 |

Level B

| 1 | $73,863 | $75,341 | $77,978 | $80,318 | $81,925 | $85,203 |
| 2 | $76,633 | $78,166 | $80,902 | $83,330 | $84,997 | $88,397 |
| 3 | $79,403 | $80,992 | $83,827 | $86,342 | $88,069 | $91,592 |
| 4 | $82,170 | $83,814 | $86,748 | $89,351 | $91,139 | $94,785 |
| 5 | $84,942 | $86,641 | $89,674 | $92,365 | $94,213 | $97,982 |
| 6 | $87,710 | $89,465 | $92,597 | $95,735 | $97,283 | $101,175 |

Level C

| 1 | $90,480 | $92,290 | $95,521 | $98,387 | $100,355 | $104,370 |
| 2 | $93,253 | $95,119 | $98,449 | $101,403 | $103,432 | $107,570 |
| 3 | $96,020 | $97,941 | $101,369 | $104,411 | $106,500 | $110,760 |
| 4 | $98,787 | $100,763 | $104,290 | $107,419 | $109,568 | $113,951 |
| 5 | $101,554 | $103,586 | $107,212 | $110,429 | $112,638 | $117,144 |
| 6 | $104,329 | $106,416 | $110,414 | $113,446 | $115,715 | $120,344 |

Level D

| 1 | $108,946 | $111,125 | $115,015 | $118,466 | $120,836 | $125,670 |
| 2 | $112,637 | $114,890 | $118,912 | $122,480 | $124,930 | $129,928 |
| 3 | $116,329 | $118,656 | $122,809 | $126,494 | $129,024 | $134,185 |
| 4 | $120,025 | $122,426 | $126,711 | $130,513 | $133,124 | $138,449 |
| 5 | $123,721 | $126,183 | $130,697 | $134,613 | $137,273 | $142,849 |

Level E

| 1 | $140,335 | $143,142 | $148,152 | $152,597 | $155,649 | $161,875 |
| 2 | $143,142 | $146,233 | $151,548 | $156,407 | $159,637 | $166,333 |

Level E (Historical)

| 1 | $145,066 | $147,968 | $153,147 | $157,742 | $160,897 | $167,333 |
## 2. CASUAL ACADEMIC STAFF

### 2.1 Formulae

The minimum salaries paid to academic staff employed on a casual basis will be as outlined below. These rates are derived from three base rates calculated using the following formulae (and will be indexed according to the salary increases outlined in the Agreement):

#### Lecturing and Higher Marking Rate

2.1.1 The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale and calculated as follows:

\[ \text{Level B2/52} + \text{Casual loading \%} = \text{Base rate} \]

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

\[ \text{Level A6/52} + \text{Casual loading \%} = \text{Base rate} \]

2.1.3 The base rate applicable to all other duties including tutoring rates not covered by 2.1.2 is determined by reference to the second step of the full-time Level A scale and calculated as follows:

\[ \text{Level A2/52} + \text{Casual loading \%} = \text{Base rate} \]

### 2.2 Lecturing Rates

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

<table>
<thead>
<tr>
<th>Type of lecture and associated working time assumed</th>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic lecture (1 hour of delivery and 2 hours of associated working time)</td>
<td>$146.97</td>
<td>$149.91</td>
<td>$150.61</td>
<td>$155.89</td>
<td>$160.57</td>
<td>$161.86</td>
<td>$165.10</td>
<td>$171.70</td>
</tr>
<tr>
<td>Developed lecture (1 hour of delivery and 3 hours associated working time)</td>
<td>$195.96</td>
<td>$199.88</td>
<td>$200.82</td>
<td>$207.85</td>
<td>$214.09</td>
<td>$215.81</td>
<td>$220.13</td>
<td>$228.93</td>
</tr>
<tr>
<td>Specialised lecture (1 hour of delivery and 4 hours associated working time)</td>
<td>$244.95</td>
<td>$249.85</td>
<td>$251.02</td>
<td>$259.81</td>
<td>$267.60</td>
<td>$269.77</td>
<td>$275.16</td>
<td>$286.17</td>
</tr>
<tr>
<td>Repeat lecture (1 hour of delivery and 1 hour associated working time)</td>
<td>$97.99</td>
<td>$99.95</td>
<td>$100.41</td>
<td>$103.92</td>
<td>$107.04</td>
<td>$107.91</td>
<td>$110.06</td>
<td>$114.47</td>
</tr>
</tbody>
</table>

2.2.2 The term “lecture” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University. A lecture may be face-to-face teaching or equivalent delivery through a different mode.

2.2.3 The “developed lecture” rate is paid where the lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit as well as lecturing or where a lecture or small group of lectures calls for special expertise.

2.2.4 The “specialised lecture” rate is paid to a distinguished person for a single lecture or a small group of lectures.

2.2.5 The “repeat lecture” rate applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days and student consultation reasonably contemporaneous with it.

2.3 Tutoring Rates

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

<table>
<thead>
<tr>
<th>Type of tutoring and associated working time assumed</th>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum salary per hour of tutorial delivered</td>
<td>2%</td>
<td>2%</td>
<td>Increase to 24% loading</td>
<td>3.5%</td>
<td>3%</td>
<td>Increase to 25% loading</td>
<td>2%</td>
<td>4%</td>
</tr>
<tr>
<td>Tutorial (1 hour of delivery and 2 hours associated working time)</td>
<td>$104.84</td>
<td>$106.94</td>
<td>$107.42</td>
<td>$111.18</td>
<td>$114.52</td>
<td>$115.45</td>
<td>$117.76</td>
<td>$122.47</td>
</tr>
<tr>
<td>Repeat tutorial (1 hour of delivery and 1 hour associated working time)</td>
<td>$69.90</td>
<td>$71.30</td>
<td>$71.62</td>
<td>$74.12</td>
<td>$76.35</td>
<td>$76.96</td>
<td>$78.50</td>
<td>$81.64</td>
</tr>
<tr>
<td>Type of tutoring and associated working time assumed</td>
<td>4 Apr 2009</td>
<td>16 Dec 2009</td>
<td>From the ffppa date of approval</td>
<td>31 Oct 2010</td>
<td>31 Mar 2011</td>
<td>From the ffppa 12 months from the date of approval</td>
<td>31 Oct 2011</td>
<td>31 Mar 2012</td>
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<tr>
<td></td>
<td>2%</td>
<td>2%</td>
<td>Increase to 24% loading</td>
<td>3.5%</td>
<td>3%</td>
<td>Increase to 25% loading</td>
<td>2%</td>
<td>4%</td>
</tr>
<tr>
<td>Minimum salary per hour of tutorial delivered where 2.1.2 applies</td>
<td>$125.37</td>
<td>$127.88</td>
<td>$128.48</td>
<td>$132.97</td>
<td>$136.96</td>
<td>$138.07</td>
<td>$140.83</td>
<td>$146.46</td>
</tr>
<tr>
<td>Repeat tutorial (1 hour of delivery and 1 hour associated working time)</td>
<td>$83.57</td>
<td>$85.24</td>
<td>$85.65</td>
<td>$88.65</td>
<td>$91.31</td>
<td>$92.05</td>
<td>$93.89</td>
<td>$97.64</td>
</tr>
</tbody>
</table>

2.3.2 The term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University. It is a supplementary form of educational delivery where matters already covered elsewhere in the course are discussed, clarified or elaborated. A tutorial is conducted in accordance with guidelines issued by the lecturer in charge of the subject.

2.3.3 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 student consultation reasonably contemporaneous with it.

2.4 Marking Rates

2.4.1 Casual staff will be paid at the marking rates in the table below for all marking required by the supervising lecturer of a subject or course, other than marking that is undertaken during a lecture, tutorial or clinical session, or could reasonably have been undertaken during that session.

<table>
<thead>
<tr>
<th>Type of marking</th>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2%</td>
<td>2%</td>
<td>Increase to 24% loading</td>
<td>3.5%</td>
<td>3%</td>
<td>Increase to 25% loading</td>
<td>2%</td>
<td>4%</td>
</tr>
<tr>
<td>Minimum salary per hour of marking</td>
<td>$34.94</td>
<td>$35.64</td>
<td>$35.81</td>
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<td>$55.03</td>
<td>$57.23</td>
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<tr>
<td>Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status.</td>
<td>$49.00</td>
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<td>$53.52</td>
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Minimum salary per hour of marking where 2.1.2 applies

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<th>Type of marking</th>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
</tr>
</thead>
<tbody>
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<td>2%</td>
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<td>3%</td>
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<td>Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status.</td>
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<td>$49.98</td>
<td>$50.20</td>
<td>$51.96</td>
<td>$53.52</td>
<td>$53.95</td>
<td>$55.03</td>
<td>$57.23</td>
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2.5 Musical Accompanying with Special Educational Services

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

<table>
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<tr>
<th>Musical accompanying with special educational service and associated working time assumed</th>
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<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
</tr>
</thead>
<tbody>
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<td>2%</td>
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<td>3%</td>
<td>Increase to 25% loading</td>
<td>2%</td>
<td>4%</td>
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<td>Musical accompanying (1 hour of delivery and 1 hour preparation time)</td>
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<tr>
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<td>Musical accompanying (1 hour of delivery and 1 hour preparation time)</td>
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<td>$88.65</td>
<td>$91.31</td>
<td>$92.05</td>
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</table>

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

2.6 Undergraduate Clinical Nurse Education

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

<table>
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<tr>
<th>Type of undergraduate clinical nurse education and associated working time assumed</th>
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<th>16 Dec 2009</th>
<th>From the ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
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<td>$71.30</td>
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<td>$76.35</td>
<td>$76.96</td>
<td>$78.50</td>
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<td>Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
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<td>Normal preparation time (1 hour of delivery and 1 hour associated working time)</td>
<td>$83.57</td>
<td>$85.24</td>
<td>$85.65</td>
<td>$88.65</td>
<td>$91.31</td>
<td>$92.05</td>
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</table>
2.6.2 The term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.

2.7 Other Required Academic Activity

2.7.1 A casual academic required to perform any other required academic activity as defined in 2.7.2 will be paid at an hourly rate of $34.94 (as of 4 April 2009) or $41.80 (as of 4 April 2009) if he or she holds a relevant doctoral qualification or is required to perform full subject coordination duties, for each hour of such activity delivered as required and demonstrated to have been performed.

2.7.1. For the purposes of 2.7.1 “other required academic activity” will include work that a person, acting as or on behalf of the university requires the casual academic to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repetiteurship and musical accompanying other than with special educational service;
- development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- consultation with students;
- supervision;
- attendance at lectures as directed; and
- attendance at departmental and/or faculty meetings as required (including course inductions).

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

3. CONTINUING AND FIXED-TERM PROFESSIONAL STAFF

Continuing and Fixed-term Professional Staff

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<td>$85,598</td>
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<tr>
<td>5</td>
<td>$80,292</td>
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<td>$84,765</td>
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<tr>
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<tr>
<td>1</td>
<td>$86,542</td>
<td>$88,273</td>
<td>$91,363</td>
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<td>2</td>
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<tr>
<td>1</td>
<td>$92,723</td>
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<td>$97,889</td>
<td>$100,826</td>
<td>$102,843</td>
<td>$106,957</td>
</tr>
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</table>
4. CASUAL PROFESSIONAL STAFF

4.1 The base rate for calculation of casual professional staff rates are set out at 3.1 above.

4.2 Casual professional staff rates of pay shall be calculated as follows:

\[
\text{Base Professional Staff Rate} + \text{Casual loading} = \text{Casual professional staff rate}
\]

### Casual professional staff rates

<table>
<thead>
<tr>
<th>Professional Staff Classification Level</th>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the Ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the Ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
<th>2%</th>
<th>2%</th>
<th>Increase to 24% loading</th>
<th>3.5%</th>
<th>3%</th>
<th>Increase to 25% loading</th>
<th>2%</th>
<th>4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Staff Level 1</td>
<td>23.20</td>
<td>23.66</td>
<td>23.79</td>
<td>24.62</td>
<td>25.36</td>
<td>25.56</td>
<td>26.07</td>
<td>27.12</td>
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<tr>
<td>Professional Staff Level 2</td>
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<td>25.68</td>
<td>25.81</td>
<td>26.72</td>
<td>27.52</td>
<td>27.74</td>
<td>28.29</td>
<td>29.43</td>
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</tr>
<tr>
<td>Professional Staff Level 3</td>
<td>26.35</td>
<td>26.88</td>
<td>27.00</td>
<td>27.94</td>
<td>28.78</td>
<td>29.02</td>
<td>29.60</td>
<td>30.78</td>
<td></td>
<td></td>
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<td>30.44</td>
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<td>32.30</td>
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<td>34.21</td>
<td>35.58</td>
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<tr>
<td>Professional Staff Level 5</td>
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<td>37.00</td>
<td>38.48</td>
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<tr>
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<td>44.63</td>
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<tr>
<td>Professional Staff Level 7</td>
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<tr>
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<td>56.70</td>
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</tbody>
</table>

### Fruit-picking and horticulture casual rates

<table>
<thead>
<tr>
<th>4 Apr 2009</th>
<th>16 Dec 2009</th>
<th>From the Ffppa date of approval</th>
<th>31 Oct 2010</th>
<th>31 Mar 2011</th>
<th>From the Ffppa 12 months from the date of approval</th>
<th>31 Oct 2011</th>
<th>31 Mar 2012</th>
<th>2%</th>
<th>2%</th>
<th>Increase to 24% loading</th>
<th>3.5%</th>
<th>3%</th>
<th>Increase to 25% loading</th>
<th>2%</th>
<th>4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual Hourly Rates for Piecework:</td>
<td>$37.54</td>
<td>$38.29</td>
<td>$38.55</td>
<td>$39.90</td>
<td>$41.10</td>
<td>$41.51</td>
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<td>$41.96</td>
<td>$42.34</td>
<td>$44.03</td>
<td>$44.03</td>
<td></td>
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</tr>
<tr>
<td>Fruit Picking (Standard Wooden Bin</td>
<td>$37.21</td>
<td>$37.95</td>
<td>$38.20</td>
<td>$39.54</td>
<td>$40.73</td>
<td>$41.14</td>
<td>$41.96</td>
<td>$43.64</td>
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<tr>
<td>Rate) - Apples</td>
<td>$37.54</td>
<td>$38.29</td>
<td>$38.55</td>
<td>$39.90</td>
<td>$41.10</td>
<td>$41.51</td>
<td>$42.34</td>
<td>$44.03</td>
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</tr>
<tr>
<td>Casual Hourly Rates for Piecework:</td>
<td>$37.54</td>
<td>$38.29</td>
<td>$38.55</td>
<td>$39.90</td>
<td>$41.10</td>
<td>$41.51</td>
<td>$42.34</td>
<td>$44.03</td>
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<tr>
<td>Fruit Picking (Plastic Cannery Bin</td>
<td>$37.54</td>
<td>$38.29</td>
<td>$38.55</td>
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<td>$44.03</td>
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<td></td>
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</tr>
<tr>
<td>Rate) - Pears and Peaches</td>
<td>$37.54</td>
<td>$38.29</td>
<td>$38.55</td>
<td>$39.90</td>
<td>$41.10</td>
<td>$41.51</td>
<td>$42.34</td>
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<tr>
<td>undertaking horticultural related</td>
<td>$19.61</td>
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<td>duties</td>
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<td>$20.00</td>
<td>$20.13</td>
<td>$20.83</td>
<td>$21.45</td>
<td>$21.66</td>
<td>$22.09</td>
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</tr>
</tbody>
</table>
5. JUNIOR RATES

The following junior rates will apply where appropriate:

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>at 16 or under</td>
<td>50%</td>
</tr>
<tr>
<td>at 17</td>
<td>60%</td>
</tr>
<tr>
<td>at 18</td>
<td>70%</td>
</tr>
<tr>
<td>at 19</td>
<td>80%</td>
</tr>
<tr>
<td>at 20</td>
<td>90%</td>
</tr>
</tbody>
</table>

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

6. SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

6.1 The “Supported Wage System” is a Commonwealth Government initiative that promotes the employment of people with a disability by enabling the legal payment of a productivity based, or pro-rata wage for staff who cannot work to full capacity.

6.2 A staff member is eligible for the Supported Wage System if he or she:

- is a professional staff member; and
- is unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged, as defined by the Professional Staff Classification Standards, because of the effects of a disability on their productive capacity; and
- is an Australian citizen or is a person resident in Australia whose continued presence is not subject to a time limit imposed by Commonwealth law (e.g. a temporary visa); and
- has no outstanding workers compensation claim against the University; and
- meets the impairment criteria for receipt of the Disability Support Pension.

6.3 A staff member who is eligible under 6.2 will be paid a percentage of the relevant salary rate in 3.1 above that is commensurate with their productive capacity. The productive capacity of the staff member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

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

The assessment instrument will be lodged with the relevant authority under the Supported Wage System and will be reviewed annually or on reasonable request.

6.4 Where an assessment is made in accordance with 6.3 above, the applicable percentage will only apply to the staff member’s salary rate. The staff member will be entitled to the same terms and conditions of employment as all other staff covered by this Agreement.

6.5 An eligible staff member’s participation in the Supported Wage System will be in accordance with the provisions of the Supported Wage System, as determined by the Commonwealth Government’s Department of Education, Employment and Workplace Relations.
SCHEDULE 2 – PROFESSIONAL TRADES AND SERVICES STAFF

1. Application

The provisions of this Schedule shall only apply to professional “trades and services staff” as defined in clause 5 of the Agreement.

2. Purpose

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

3. Ordinary Hours Of Work

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

4. Overtime Rates and Time-Off in Lieu

4.1 Overtime Rates

Staff members who are classified at HEW Level 6 or below will be entitled to paid overtime for all work performed in excess of or outside the ordinary hours prescribed in 3 above and calculated on a daily basis at the following rates:

- **Week days** - time and a half for the first two hours and double time thereafter;
- **Saturdays** - time and a half up to 12.00 noon (or the first two hours whichever occurs first) and double time thereafter (minimum of three hours);
- **Sundays** - double time (minimum of three hours);
- **University holidays (including Easter Saturday)** prescribed in clause 70 - University holidays - double time and a half (minimum of three hours).

4.2 Time-Off in Lieu

If a staff member classified at HEW Level 7 or above is directed to work over and above the ordinary hours prescribed in 3 above, he or she is not eligible for paid overtime but is entitled to claim time off in lieu at time for time.

5. Call Out and Standing-by Rates

5.1 Application

The call out and standing-by provisions in this Schedule apply to trades and services staff who are classified at HEW Level 6 or below and who are employed as part of Property and Campus Service’s voluntary 24/7 roster system. The 24/7 roster system applies in relation to essential operational services that are required to be maintained outside the ordinary hours of work.

5.2 Call-Out Rates

Call out rates will be paid to staff eligible under 5.1 above for all work performed outside the ordinary hours prescribed and calculated on a daily basis at the following rates (minimum of four hours call out):

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

• **Sundays** - double time;

• University holidays *(including Easter Saturday)* prescribed in clause 70 - University holidays - double time and a half.

### 5.3 Standing By Allowance

A staff member who is eligible under 5.1 above and who is required to hold him or herself in readiness to work after ordinary hours shall be paid a standing by allowance of $160 per week (over 7 days or pro rata for a lesser period) with the allowance indexed in accordance with the percentage salary increases outlined in Clause 43 of this Agreement. A staff member in receipt of such an allowance shall be available to be recalled to work overtime by the University and be paid in accordance with the call out provisions referred to in 5.2 above.

### 6. Registration / Licensing Fees

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

### 7. Tools and Materials

The University will supply all tools and materials necessary for the work required to be performed by trade staff.
SCHEDULE 3 - STAND DOWN PROVISIONS FOR PROFESSIONAL STAFF

Residential College staff

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

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

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

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

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

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

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

Other Professional Staff

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

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

(i) Catering and Retail staff

Professional staff employed in:

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

(ii) Storage and Services Staff

Professional staff engaged as:

- a storeman, packer or sorter;
- an assistant to a storeman, packer or sorter; or
- an assembler, collector or checker of goods in course of receipt or despatch.
(iii) Building and Maintenance staff

Professional staff employed as:

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

(iv) Metals, Electrical, Plumbing and Graphic Arts Staff

Professional staff employed:

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

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

Each of the Professional Staff Position Classification Standards is divided into seven sections: Training level or qualifications, Occupational equivalent, Level of supervision, Task level, Organisational knowledge, Judgement, independence and problem solving, and Typical Activities.

2. Professional Staff Position Classification Standards

Professional Staff Level 1

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

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal 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.

Professional Staff Level 2

Training level or qualifications: Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or, completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.

Occupational equivalent: Administrative Assistant, Security Patrol Officer.

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

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

Organisational knowledge: Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.
Judgement, independence and problem solving: Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

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

Typical activities: Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

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

Professional Staff Level 3

Training level or qualifications: Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III; or
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

Occupational equivalent: Tradesperson, technical assistant/technical trainee, administrative assistant.

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

Task level: Some complexity. Apply body of knowledge equivalent to trade certificate or certificate III, including diagnostic skills and assessment of the best approach to a given task.

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

Judgement, independence and problem solving: Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities: In trades positions, apply the skills taught in a trade certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In Technical Assistant positions:

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

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.
In administrative positions, perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs, eg. word processing, established spreadsheet or database applications, and management information systems (eg. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics
- provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment

**Professional Staff Level 4**

*Training level or qualifications:* Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience or completion of a Certificate IV with relevant work experience, or
- completion of a post-trades certificate and extensive relevant experience and on the job training, or
- completion of a Certificate III with extensive relevant work experience, or
- an equivalent combination of relevant experience and/or education/training.

*Occupational equivalent:* Technical officer or technician, administrative above Level 3, advanced tradesperson.

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

May supervise or co-ordinate others to achieve objectives, including liaison with 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 administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

*Typical activities:* In trades positions:

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

In technical positions:

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

In library technician positions:
• undertake copy cataloguing
• use a range of bibliographic databases
• undertake acquisitions
• respond to reference inquiries

In administrative positions:
• may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems
• plan and set up spreadsheets or data base applications
• be responsible for providing a full range of secretarial services, eg. in a faculty
• provide advice to students on enrolment procedures and requirements
• administer enrolment and course progression records.

Professional Staff Level 5

Training level or qualifications: Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

• completion of a degree without subsequent relevant work experience; or
• completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience; or
• completion of a diploma qualification and at least 2 years subsequent relevant work experience, or
• completion of a Certificate IV and extensive relevant work experience, or
• completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician; or
• an equivalent combination of relevant experience and/or education/training.

Occupational equivalent: Graduate (ie, 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 level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

Organisational knowledge: Perform tasks/assignments which require proficiency in the work area’s rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

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

Typical activities

In technical positions:

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

In library technician positions:

- perform at a higher level than level 4, including assist with reader education programs and more complex bibliographic and acquisition services
- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in a outposted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services.

Professional Staff Level 6

Training level or qualifications: Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

Occupational equivalent: Graduate or Professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.

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

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

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

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

**Typical activities**

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

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

In professional positions:
- work as part of a research team
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
- provide counselling services
- undertake a range of computer programming tasks
- provide documentation and assistance to computer users
- analyse less complex user and system requirements.

**Professional Staff Level 7**

**Training level or qualifications:** Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
• an equivalent combination of relevant experience and/or education/training.

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

Level of supervision: Broad direction. May manage other staff including 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 interrelationships between a range of policies and activities.

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

Typical activities:

In a library:

• combine specialist expertise and 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 faculties or equivalent.

Professional Staff Level 8

Training level or qualifications: Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

• postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or

• extensive experience and management expertise; or

• an equivalent combination of relevant experience and/or education/training.

Occupation equivalent: Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.
Level of supervision: Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including 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 employee would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving: Responsible for program development and implementation. Provide strategic support and advice (eg. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

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

Professional Staff Level 9

Training level or qualifications: Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

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

Level of supervision: Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including 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 institution’s operations.

Judgement, independence and problem solving: Responsible for significant program development and implementation. Provide strategic support and advice (eg. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives operating within complex organisational structures.

Typical activities: Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
Professional Staff Level 10

**Training level or qualifications:** Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

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

*Occupational equivalent:* Senior program, research or administrative manager.

**Level of supervision:** Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including 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 multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

**Judgement, independence and problem solving:** Be fully responsible for the achievement of significant organisational objectives and programs.

**Typical activities:** Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.
SCHEDULE 5 – MINIMUM STANDARDS FOR ACADEMIC LEVELS

1. Introduction

Minimum standards for levels of academic staff, other than casual staff, are set out in this section. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution’s promotion processes.

MSAL will not be used as a basis for claims for reclassification.

1. All Academic Staff

Level A

*Occupational Equivalent: Tutor, Research Assistant Grade 2, Research Fellow 1*

A Level A academic will work with the support and guidance from more senior academic staff and will work under the supervision of academic staff at Level B and above.

A Level A academic is expected to develop his or her expertise in teaching, scholarship and/or research with an increasing degree of autonomy and may work with limited supervision and/or as part of a team.

A Level A academic will contribute to teaching at the institution (at a level appropriate to the skills and experience of the staff member) and/or undertake research and/or engage in professional activities appropriate to his or her profession or discipline. He or she will undertake administration primarily relating to his or her activities at the institution. The contribution to teaching and supervision of students of Level A academics will be primarily at undergraduate and graduate diploma level.

The results of research conducted may be published as sole author or in collaboration.

Level B

*Occupational Equivalent: Lecturer, Research Fellow 2*

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

A Level B academic will contribute to teaching at undergraduate, honours and postgraduate level, and/or engage in independent scholarship and/or undertake research and/or engage in professional activities appropriate to his or her profession or discipline. He or she will undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of, and related administration for, the coordination of an award program of the institution.

At Level B an academic will have experience in research or scholarly activities, which have resulted in refereed journals or other demonstrated scholarly activities. Research may be carried out independently and/or as part of a team. Level B academics may supervise postgraduate research students or projects and be involved in research training.
Level C

*Occupational Equivalent: Senior Lecturer, Senior Research Fellow*

A Level C academic will make a significant contribution to the discipline at the national level. In research, scholarship and/or teaching he or she will make independent and original contributions, which expand knowledge or practice in his or her discipline and have a significant impact on his or her field of expertise.

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

The research work of a Level C academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will be demonstrated by a strong record of published work or other demonstrated scholarly activities. A Level C academic will normally provide leadership in research, including research training and supervision.

Level D

*Occupational Equivalent: Reader, Associate Professor, Principal Lecturer, Principal Research Fellow*

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

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

The research work of a Level D academic will make a major original and innovative contribution to his or her field of study or research, and be recognised as outstanding nationally or internationally. A Level D academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

*Occupational Equivalent: Professor, Professorial Fellow*

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

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, research and/or teaching in his or her discipline and may undertake research. He or she will make a commensurate contribution to the work of the institution.

The research work of a Level E academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance. At Level E an academic will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.
SCHEDULE 6 – REVIEWS OF PDF AND CLASSIFICATION STRUCTURES

1. Reviews

The discussion document, *Refining Our Strategy*, recently reviewed *Growing Esteem* and included a chapter entitled *Supporting the Vision*. *Supporting the Vision* identified the value of investing in staff and on building and developing excellence, creating a high performance culture, where staff have clear and measurable performance standards, are rewarded for performing well, and supported to enhance and develop their level of skills and expertise.

The parties will review, negotiate and implement new academic and professional staff classification structures and performance management arrangements that support these goals. Any new classification structures will be agreed between the NTEU and the University and take effect no later than 30 June 2011. The new classification structures will be accompanied by agreed progression and performance assessment measures with a view to encouraging fair, equitable and transparent human resources practices.

The new classification structures will retain a single career structure for each of academic and professional staff.

2.1 Review of the Performance Development Framework (the PDF) (refer clause 65)

The review of the PDF will include appropriate clear and measurable performance goals and standards, appropriate progression and recognition for performing well, including methods or models for reward for outstanding performance, development support to facilitate career advancement, encouragement of staff innovation and initiative, checks to ensure supervisors are trained in the PDF and undertake their roles fairly and an appropriate link to the classification structures.

2.2 Review of the academic staff classification structure (refer clause 42.13)

The review of the academic classification structure will include aligning the titles to international nomenclature, which may include some minor revision of descriptors in the MSALs, measures to protect the classification standing of the University’s academic staff both nationally and internationally, and ensuring that the structure including the number of classification levels and pay points reflect appropriate academic career paths and support recognition and reward for higher levels of performance.

2.3 Review of the professional staff career structure (refer clause 42.2)

The review of the professional staff classification structure will include:

- the number and breadth of classification levels and pay points to reflect appropriate career paths;
- supporting and enabling improved recognition and reward for higher levels of performance;
- descriptors based upon the current descriptors, ensuring that there can be adequate evaluation and explanation of jobs including specialist jobs and broader jobs with multiple tasks; and
- appropriately recognising and rewarding skills and experience relevant to positions, supporting acquisition of skills and experience, and assisting in developing careers.

3. Conduct of the reviews

In undertaking each of the review processes set out in 2 above (the Review Processes), the parties agree that:

3.1 A Review Working Group comprised of equal University and NTEU representatives (4 from each side) will be convened to conduct the Reviews. The Vice-Chancellor will appoint an appropriately qualified person to be the non-voting Chair of the Working Group.

3.2 The NTEU representatives will represent all other parties (other than the University) in negotiating each Review Process with the University.

3.3 The Human Resources Division will develop an initial proposal on each Review Process.
3.4 The Review Working Group will engage in genuine consultation with staff on each proposal and will also consider any alternative proposal(s) submitted by other interested parties.

3.5 The Review Working Group members shall discuss and negotiate in good faith to conclude each Review Process consistent with this Schedule and the outcomes of each Review Process will be agreed by the NTEU and the University in the Review Working Group and such agreement shall not be unreasonably withheld.

3.6 The implementation of agreed review outcomes will not result in a reduction in any staff member’s remuneration, remuneration horizon or classification level (relative to the equivalent classification level in any new agreed classification structure).

3.7 The parties will ensure that each Review Process and outcome is implemented by no later than 30 June 2011 and the parties agree to take all necessary steps to apply the agreed outcomes of each of the Review Processes. Any clauses in this Agreement which deal with classifications and any clauses that deal with the PDF will be read as to give effect to the new classification structures and PDF from the time of implementation of the agreed outcomes.
Signed for and on behalf of

THE UNIVERSITY OF MELBOURNE

[Signature] 12/5/110

Professor Glynn Davis
Vice-Chancellor
The University of Melbourne, Victoria, 3010

in the presence of

[Signature] 12/5/110

Nigel Waugh
Executive Director, Human Resources

Print name
Signed for and on behalf of
THE NATIONAL TERTIARY EDUCATION INDUSTRY UNION

120 Clarendon Street, South Melbourne, Victoria, 3205

Grahame McCulloch
General Secretary

In the presence of

Linda Gale

13 05 10
13 05 110
Signed for and on behalf of
THE COMMUNITY AND PUBLIC SECTOR UNION
Level 2, 6 Palmer Parade
Cremorne 3121

Karen Batt
State Secretary

[Signature] 11 May 2010

In the presence of

[Signature] 11 May 2010

Wayne Townsend
Print name
Signed for and on behalf of,

THE LIQUOR AND HOSPITALITY MISCELLANEOUS UNION

Jess Walsh
Secretary

LHMU

117-131 Capel Street
North Melbourne Vic 3051

In the presence of

Signature

Laura Stevens
Print name
Signed for and on behalf of

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION

Ralph Edwards
PRESIDENT

500 SWINSTON ST, CARLTON SOUTH, VIC 3053

In the presence of

Raoul Wanwright

Signature

Raoul Wanwright
Print name
Signed for and on behalf of

THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (ELECTRICAL DIVISION)

[Signature]

Dean Mignell
Secretary

LEVEL 1, 20 ALDEN STREET
NORTH MELBOURNE VIC 3051

In the presence of

[Signature]

Jacqui Gilliard

Print name
Signed for and on behalf of
THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (PLUMBING DIVISION)
52 Victoria St, Carlton South, Vic, 3053

Earl Setches
State Secretary

11/05/10

In the presence of

Signature

20/05/10

ROSEMARY CACHEN
Print name