



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Howard Florey Institute Pty Ltd**  
(AG2013/12197)

### **HOWARD FLOREY INSTITUTE UNION ENTERPRISE AGREEMENT 2014 - 2017**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 8 JANUARY 2014

*Application for approval of the Howard Florey Institute Union Enterprise Agreement 2014 - 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Howard Florey Institute Union Enterprise Agreement 2014 - 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] In accordance with s.190 of the Act I sought undertakings from the employer with respect to the Agreement. I have accepted the undertakings provided.

[3] In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached as an annexure to this decision.

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

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

[6] The Agreement is approved. In accordance with s.54(1) it will operate from 15 January 2014. The nominal expiry date of the Agreement is 31 December 2017.



**Annexure**



ANN 93 124 162 1021

7 January 2014

Fair Work Commission  
11 Exhibition Street  
Melbourne, Victoria, 3000

Dear Commissioner Bissett,

**Subject: Application for approval of the Howard Florey Institute Union Enterprise Agreement 2014 – 2017**

In relation to matter number: AG2013/12197 for hearing listed 12.00pm, Wednesday 8 January 2014 I wish to confirm that the Institute undertakes to meet the requirements of the National Employment Standards where an employee with one completed year of service will be entitled to 4 weeks redundancy pay.

Yours faithfully

A handwritten signature in black ink, appearing to read "Geoffrey Donnan".

**Geoffrey A Donnan AO**  
MBBS MD FRACP FRCP (Edin)  
Director

993 Drummond Street, Carlton North, Victoria, 3054

**HOWARD FLOREY INSTITUTE**

**UNION ENTERPRISE AGREEMENT**

**2014 - 2017**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

**1. TITLE**

This Agreement will be referred to as the Howard Florey Institute Union Enterprise Agreement 2014 - 2017 (the "Agreement").

**2. ARRANGEMENT**

| <b>Clause</b>    | <b>Subject</b>                                         |
|------------------|--------------------------------------------------------|
| 1 .....          | Title                                                  |
| 2 .....          | Arrangement                                            |
| 3 .....          | Date of Agreement and Nominal Expiry Date              |
| 4 .....          | Application of Agreement                               |
| 5 .....          | Definitions                                            |
| 6 .....          | Application of Awards                                  |
| 7 .....          | Freedom of Association                                 |
| 8 .....          | Disputes Settling Procedure                            |
| 9 .....          | Unsatisfactory Performance and Misconduct              |
| 10 .....         | General Staff Re-Classification Procedures             |
| 11 .....         | Introduction of Change                                 |
| 12 .....         | Access to Agreement                                    |
| 13 .....         | Mode of Employment                                     |
| 14 .....         | Job Share                                              |
| 15 .....         | Occupational Superannuation                            |
| 16 .....         | Salary Changes                                         |
| 17 .....         | Position Classification Standards                      |
| 18 .....         | Procedures Relating to General Staff Classification    |
| 19 .....         | Promotion                                              |
| 20 .....         | Performance Management                                 |
| 21 .....         | Incremental Progression                                |
| 22 .....         | Weekend Roster for Technical Staff                     |
| 23 .....         | Redeployment and Redundancy Arrangements               |
| 24 .....         | Termination of Employment                              |
| 25 .....         | Long Service Leave                                     |
| 26 .....         | Compassionate Leave                                    |
| 27 .....         | Donating Blood                                         |
| 28 .....         | Jury Service                                           |
| 29 .....         | Assistance in an Emergency                             |
| 30 .....         | Annual Leave                                           |
| 31 .....         | Leave Loading                                          |
| 32 .....         | Sick Leave                                             |
| 33 .....         | Parental Leave                                         |
| 34 .....         | Flexibility for Employees with Family Responsibilities |
| 35 .....         | Salary Packaging                                       |
| 36 .....         | Hours of Work - Monday to Friday                       |
| 37 .....         | Public Holidays                                        |
| 38 .....         | Overtime                                               |
| 39 .....         | Meal and Tea Breaks                                    |
| 40 .....         | Workload Regulation                                    |
| 41 .....         | Accident Pay                                           |
| 42 .....         | Indigenous Employment Strategy                         |
| 43 .....         | Amalgamations                                          |
| 44 .....         | Flexibility Arrangements                               |
| 45 .....         | Institute "Sign-On" Payment                            |
| Schedule 1 ..... | Awards                                                 |
| Schedule 2 ..... | Salary Scales                                          |
| Schedule 3 ..... | Position Classification Standards for General Staff    |
| Schedule 4 ..... | Research Personnel Position Descriptors                |
| Schedule 5 ..... | Re-Classification Procedures                           |
| Schedule 6 ..... | Salary Packaging                                       |
| Schedule 7 ..... | Signatories                                            |

### **3. DURATION OF THE AGREEMENT**

This Agreement shall come into force 7 days after approval by the Fair Work Commission and shall have a nominal expiry date of 31 December 2017.

### **4. PARTIES BOUND**

This Agreement shall be known as the Howard Florey Institute Union Enterprise Agreement and has been negotiated between the Howard Florey Institute (the Institute) in respect of all Employees of the Institute, whether members of the NTEU or not, and the National Tertiary Education Industry Union (NTEU).

### **5. DEFINITIONS**

In this Agreement the following definitions will apply:

- 5.1 Director: means the person, for the time being, appointed to the position of Director of the Institute under the terms of the Howard Florey Institute
- 5.2 Director's Office: means the office of the Institute's Director (including the Chief Operating Officer's office) responsible for the daily management of the Institute, under the leadership of the Director.
- 5.3 Employee: means either a member of the General Staff or Research Staff, employed by the Institute.
- 5.4 General Staff: means an Employee of the Institute, who is a member, or is eligible to be a member of the NTEU and who is classified in accordance with schedule 3 of this agreement.
- 5.5 NHMRC: National Health and Medical Research Council being a Commonwealth statutory body
- 5.6 Research Staff: means an Employee of the Institute who is a member, or is eligible to be a member of the NTEU and is classified in accordance with schedule 4 of this agreement.
- 5.7 Supervisor: means the Person to whom the Employee formally reports.
- 5.8 Designated Person: means a Senior Researcher of the Institute who is able to investigate and advise the Chief Operating Officer (or nominee) on matters relating to scientific research misconduct.
- 5.9 UniSuper: means the superannuation scheme for Australian universities managed by UniSuper Management Pty Ltd.

### **6. APPLICATION OF AWARDS**

- 6.1 This Agreement shall incorporate the terms and conditions in the awards listed in Schedule 1 with respect to all allowable matters.

## **7. FREEDOM OF ASSOCIATION**

- 7.1 The parties to this Agreement (the Howard Florey Institute and the National Tertiary Education Union) recognise the Freedom of Association principles in the Fair Work Act 2009 and agree that:
- 7.1.2 Employees covered by this Agreement are free to join industrial associations of their choice or not to join industrial associations; and
- 7.1.3 Employees covered by this Agreement will not be discriminated against or victimised because they are, or are not, members or officers of industrial associations.

## **8. DISPUTES SETTLING PROCEDURE**

- 8.1 In the event of a dispute regarding any matter arising under this Agreement or in relation to the National Employment Standards, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant Supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 8.2 A staff member to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute or in the case of an NTEU member the NTEU is entitled to represent that staff member.
- 8.3 If a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 8.4 It is a term of this agreement that while the dispute settlement procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 8.5 Any dispute referred to the Fair Work Commission under this Clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by the head of the relevant panel or the President.
- 8.6 The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a full bench.

## **9. UNSATISFACTORY PERFORMANCE AND MISCONDUCT**

- 9.1 The procedures set out in this Part will apply where there is alleged or actual:
- unsatisfactory performance;
  - misconduct; or
  - serious misconduct.
- 9.2 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.

- 9.3 The procedures relating to employees comprise two streams.
- 9.3.1 "Procedures for Unsatisfactory Performance" sets out the procedures to be followed to address problems associated with unsatisfactory performance
- 9.3.2 "Procedures for Misconduct/Serious Misconduct" contains the procedures to be followed to address problems associated with misconduct or serious misconduct
- 9.4 "Unsatisfactory performance" occurs when 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 9.10
- 9.5 "Misconduct" occurs when there has been:
- negligence in the performance of the duties of the position held; or
  - misbehaviour; or
  - conduct in breach of the employee's contract or the Institute's policies, regulations or procedures that do not constitute serious misconduct.
- 9.6 "Serious Misconduct" occurs when there has been:
- Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an Employee's duties or to an Employee's colleagues carrying out their duties; or
  - Serious dereliction of the duties required of the Employee in their position: or
  - Conviction by a court for an offence which constitutes a serious impediment of a staff member carrying out their duties or to a staff member's colleagues carrying out their duties.

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 employee's contract, the Institute's policies or regulations, such that it would be unreasonable to continue the employee's employment
- 9.7 "Disciplinary Action" means action by the Institute to discipline an employee for unsatisfactory performance, misconduct or serious misconduct which can constitute:
- Formal censure and/or counselling and a written warning;
  - Demotion by one or more classification levels or increments or transfer to another position and paid a salary appropriate to that position;
  - Withholding of an increment;
  - Suspension with or without pay;
  - Termination of employment;
- 9.8 "Termination of Employment" means termination of employment at the initiative of the Institute.
- 9.9 "Representative" means a friend, colleague or union official but not a practising barrister or solicitor, who may represent the Employee at any stage of the disciplinary process.

## 9.10 Performance Improvement Measures

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

9.10.1 Where a supervisor can demonstrate that an employee'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.

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

9.10.3 An employee is entitled to have a Representative, which may include a Union Representative, assist them at any point in this process.

9.10.4 Prior to the implementation of the PIP, the employee must be provided with an opportunity to comment on the draft objectives.

9.10.5 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 as agreed between the employee and their supervisor;
- detail the provision of developmental or other support relevant to improving performance if applicable. Such support may include, but shall not be limited to, guidance, counselling and consideration of work allocation ;
- specification of regular performance review meetings and follow up during the course of the PIP;
- a copy of this clause (detailing the potential penalties which may be imposed if no performance improvement is forthcoming).

9.10.6 Copies of all documentation associated with the PIP, including signed outcomes of the performance review meetings, will be provided to the employee.

## 9.11 Disciplinary Procedure

Before undertaking a formal disciplinary procedure the Supervisor will establish the facts and consult with the appropriate Institute Management representative for advice and guidance during this process.

As part of the process to establish the facts the Supervisor will:

- assess any relevant documentation; or
- speak to persons who may (or should) have knowledge of the employee's behaviour if appropriate; and
- document what has occurred.

Once sufficient information has been collected the Supervisor should meet with the employee to ensure they have been given the opportunity to raise any other matters the employee considers relevant before determining if a formal process is required.



## 9.12 Formal Counselling

Formal counselling of an employee will occur when:

- the employee has previously been on a Performance Improvement Plan, and their behaviour has not improved to the standard required; or
- the employee's behaviour is such that, in the opinion of the Supervisor after consulting the appropriate Institute Management representative, formal counselling is appropriate; or
- an act of misconduct has occurred that requires formal counselling to be undertaken immediately.

At the formal counselling the Supervisor will:

- ensure the appropriate Institute Management representative is present;
- advise the employee they can have a representative present;
- provide written details of the behaviour of concern; and
- provide the employee with an opportunity to respond to the concern and to raise any other matters that the employee considers relevant.

After the formal counselling the Institute Management representative will prepare a written record of the outcome of the meeting and, if satisfied that the concern has been substantiated write to the employee outlining the action to be taken as per clause 9.7 and the consequences of any continued breaches of poor performance, inappropriate behaviour or misconduct.

If the concern has not been substantiated the Institute Management representative will write to the employee to advise them that the matter will not proceed any further unless there are new breaches of poor performance, inappropriate behaviour or misconduct.

## 9.13 Formal Warning

A formal warning will be given to an employee when:

- the employee has previously been counselled formally, but behaviour has not improved to the standard required; or
- the employee's performance remains unacceptable following a reasonable period of performance improvement; or
- the employee's behaviour is such that, in the opinion of the Supervisor after consulting the appropriate Institute Management representative further formal counselling is appropriate: or
- an act of misconduct/serious misconduct has occurred that requires a formal warning to be undertaken immediately

Prior to conducting a meeting at which a formal warning may be given, the Institute Management representative will advise the employee in writing:

- the time and place of the meeting; and
- the nature and detail of the matters to be discussed; and
- that the employee can have a representative present

At the meeting the Supervisor will:

- provide written details of the performance or behaviour of concern and support/assistance that has been provided (if relevant);

- provide the employee with an opportunity to respond to the concern and to raise any other matters that the employee considers relevant;
- advise the employee that failure to address the concern may result in termination of employment; and
- plan a subsequent discussion with the employee to review their behaviour or performance.

After the formal warning meeting the Institute Management representative will prepare a written record of the outcome of the meeting and, if satisfied that the concern has been substantiated write to the employee outlining the action to be taken as per clause 9.7 and the consequences of any continued breaches of poor performance, inappropriate behaviour, misconduct or serious misconduct.

If the concern has not been substantiated the Institute Management representative will write to the employee to advise them that the matter will not proceed any further unless there are new breaches of poor performance, inappropriate behaviour, misconduct or serious misconduct.

#### 9.14 Termination

If after formal counselling, a formal warning or in a case of misconduct/serious misconduct the Institute can make a decision to terminate the employee. The termination will only occur when:

- The employee is advised of, and given an opportunity to respond to any adverse material which the Institute may consider in a decision to terminate their employment
- The Institute Director (or their nominated representative) will review all the documentation and evidence leading up to the termination to ensure that due process has been followed
- The Institute Director (or their nominated representative) has final approval in terminating an employee under the terms of this clause
- A written confirmation from the Institute Director will be issued to the employee stating the reasons for the termination of their employment allowing for any notice period as required by the HFI – EBA and the *Fair Work Act 2009* where applicable.

#### 9.15 Scientific Research Misconduct/Serious Misconduct

In the event that an Academic, Research or Technical employee is the subject of allegations of misconduct or serious misconduct that pertain to any aspect of their scientific research work then the following procedures shall apply:

- 9.15.1 Before the Chief Operating Officer or their nominee takes disciplinary action as defined in sub-Clause 9.7 against an Employee for reasons amounting to scientific research misconduct/serious misconduct, the Chief Operating Officer (or nominee) must follow the procedures as set out below.
- 9.15.2 In order to ensure that the Institute meets its vicarious liability and fulfils its duty of care to all staff, students and members of the public, any allegation(s) of scientific research misconduct/serious misconduct must be reported to the Chief Operating Officer or their nominee.

- 9.15.3 Any allegation(s) of scientific research misconduct/serious misconduct shall then be considered by the Designated Person. If they believe such allegation(s) warrant further investigation the Chief Operating Officer (or nominee) shall:
- 9.15.3.1 Notify the Employee in writing and in sufficient detail to enable the Employee to understand the precise nature of the allegation(s), and to properly consider and respond to them; and
  - 9.15.3.2 Require the Employee to submit a written response within ten (10) working days.
- 9.15.4 At the time of notifying the Employee in accordance with sub-Clause 9.15.3.1 of this Agreement the Chief Operating Officer (or nominee) may suspend the employee on full pay, or may suspend the employee without pay if the Designated Person is of the view that the alleged conduct is of a kind envisaged in Clause 9.5 and Clause 9.6 of this Agreement such that it would be unreasonable to require the Institute to continue employment during a notice period, provided that:
- 9.15.4.1 The Employee may draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
  - 9.15.4.2 The Employee may engage in paid employment provided that such work is not connected with any Institute activities or is not work which would otherwise represent a conflict of interests with the Institute;
  - 9.15.4.3 Where a suspension without pay has been imposed and the matter is subsequently referred to a Scientific Research Misconduct Investigation Committee, the Chief Operating Officer (or nominee) shall ensure that a Misconduct Investigation Committee at its first meeting determine whether suspension without pay should continue and that this Committee shall have the power to revoke such a suspension from its date of effect;
  - 9.15.4.4 Where suspension without pay occurs at a time when the employee is on paid leave of absence the employee shall continue to receive a salary for the period of absence;
  - 9.15.4.5 The Chief Operating Officer (or nominee) may at any time direct that salary be paid on the ground of hardship.
- 9.15.5 If the allegation(s) are denied by the Employee and the Designated Person is of the view that there has been no scientific research misconduct/serious misconduct the Chief Operating Officer (or nominee) shall immediately advise the Employee in writing, and may by agreement with the Employee, publish the advice in an appropriate manner.
- 9.15.6 If the allegation(s) are admitted in full by the Employee and the Designated Person is of the view that the conduct amounts to scientific research misconduct/serious misconduct the Chief Operating Officer (or nominee) shall advise the Employee in writing of the Chief Operating Officer's (or nominee's) decision and the operative date of the disciplinary action.
- 9.15.7 If the allegation(s) is denied in part or in full or if the Employee has not responded to the allegation(s), the Chief Operating Officer (or nominee) shall refer the matter to a Scientific Research Misconduct Investigation Committee in accordance with the provisions of sub-Clause 9.15.9 unless the Chief

Operating Officer (or nominee) decides to take no further action or counsel or censure the Employee for unsatisfactory behaviour and take no other action.

- 9.15.8 During any period of suspension the Employee may be excluded from the Institute, provided that they shall be permitted reasonable access to the Institute for the preparation of their case and to collect personal property under supervision.
- 9.15.9 Review Procedures
- 9.15.9.1 Where a matter is referred to a Scientific Research Misconduct Investigation Committee pursuant to sub-Clause 9.15.7 of this Agreement, the Chief Operating Officer (or nominee) shall convene the committee within ten (10) working days where practicable.
- 9.15.9.2 The Scientific Research Misconduct Investigation Committee shall comprise:
- 9.15.9.2.1 A representative chosen by the Chief Operating Officer (or nominee);
- 9.15.9.2.2 A representative chosen by the Union;
- 9.15.9.2.3 A Chairperson agreed between the Howard Florey Institute and the NTEU.
- 9.15.9.3 The terms of reference of the Committee are to report on the facts relating to the alleged scientific research misconduct/serious misconduct, including whether any mitigating circumstances are evident.
- 9.15.9.4 The Committee shall provide a report to the Chief Operating Officer (or nominee) and the Employee as soon as is practicable following the conclusion of Committee proceedings.
- 9.15.9.5 Where an Employee without reasonable cause fails to appear before the Committee or, alternatively provide a written submission to the Committee, the Committee shall proceed to investigate the allegation(s) and make a report to the Chief Operating Officer (or nominee).
- 9.15.10 The Scientific Research Misconduct Investigation Committee shall:
- 9.15.10.1 Provide an opportunity for the Employee to be interviewed by it and ensure that they have adequate opportunity to answer findings of scientific research misconduct/serious misconduct and it may take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
- 9.15.10.2 Interview any person it thinks fit to establish the merits or facts of the particular case;
- 9.15.10.3 Take statements which will be distributed to all parties;
- 9.15.10.4 Allow the Employee and the Chief Operating Officer (or nominee) each to be assisted or represented by an agent of their choice who is a employee of the Institute (but not if such a person is a

currently practising solicitor or barrister), or by a representative of the Union;

- 9.15.10.5 Conduct proceedings as expeditiously as possible consistent with the need for fairness and confidentiality;
  - 9.15.10.6 Take into account such further material as it believes appropriate to the case;
  - 9.15.10.7 Ensure that the Employee or their representative and the Chief Operating Officer (or nominee) or their representative have the right to ask questions of interviewees, to make submissions and also have the right to present and challenge evidence;
  - 9.15.10.8 Make its report available to the Chief Operating Officer (or nominee) and the Employee as soon as reasonably practicable following the conclusion of committee proceedings; and
  - 9.15.10.9 Keep written notes of the proceedings (but not its own deliberations), which will be signed-off by the review committee as an accurate record of proceedings. At the conclusion of the review a copy will be provided to the parties.
- 9.15.11 Action by Chief Operating Officer (or nominee)
- 9.15.11.1 On receipt of the report of the Scientific Research Misconduct Investigation Committee, and having considered its findings on the facts related to the alleged scientific research misconduct/serious misconduct, the Chief Operating Officer (or nominee) may take disciplinary action as per clause 9.7.
  - 9.15.11.2 If having considered the findings of the Scientific Research Misconduct Investigation Committee, the Chief Operating Officer (or nominee) is of the view that the Employee did engage in conduct amounting to serious misconduct, the Chief Operating Officer (or nominee) may terminate the employment of the Employee.
  - 9.15.11.3 If the Chief Operating Officer (or nominee), having considered the findings of the Committee, is of the view that the behaviour of the Employee amounts to misconduct, disciplinary action shall not include termination from employment.
  - 9.15.11.4 Where an Employee who has received a written warning, following a report from a Scientific Research Misconduct Investigation Committee, or as a result of having admitted in full allegation(s) made on a previous occasion pursuant to sub-Clause 9.15.6 above, is alleged not to have complied with the warning and to have engaged in further acts of misconduct about which the Employee has been warned, the Chief Operating Officer (or nominee), prior to making a decision on the matter shall:
    - 9.15.11.4.1 Investigate the alleged further acts of scientific research misconduct and in doing so interview other people, obtain information or request written reports to enable the Chief Operating Officer (or nominee) to establish the relevant facts;
    - 9.15.11.4.2 Notify the Employee in writing of the alleged scientific research misconduct to enable the employee to understand the precise nature of the alleged further acts of misconduct;

- 9.15.11.4.3 Provide an opportunity for the Employee to respond in writing and to be interviewed in the presence of his or her representative;
- 9.15.11.4.4 Take into consideration any mitigating circumstances.
- 9.15.11.5 If after having investigated the matter, the Chief Operating Officer (or nominee) is of the view that the behaviour constituted scientific research misconduct/serious misconduct and the Employee has engaged in such conduct contrary to earlier written warnings, the Chief Operating Officer (or nominee) may dismiss the Employee without notice or take other disciplinary action as defined in Clause 9.7.
- 9.15.11.6 If, having considered the Committee's findings on the facts relating to the alleged misconduct/serious misconduct, the Chief Operating Officer (or nominee) is of the view that there has been no scientific research misconduct or serious misconduct they shall immediately advise the Employee in writing.
- 9.15.11.7 Where an Employee has been suspended without pay pending the decision of the Chief Operating Officer (or nominee), any lost salary shall be reimbursed if there was no scientific research misconduct or serious misconduct.
- 9.15.11.8 A decision taken by the Chief Operating Officer (or nominee) not to dismiss or impose another penalty shall not be construed as an admission that there was no conduct justifying suspension without pay.
- 9.15.11.9 This sub-Clause in no way constrains the Institute from carrying out other or further investigations relating to the consequences of conduct of an Employee or a former Employee when required in the public interest, e.g. inquiring into the truth of research results or in the interests of the Institute.
- 9.15.11.10 All actions of the Chief Operating Officer (or nominee) under this sub-Clause shall be final, except that nothing in this sub-Clause shall be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with the matter.

## **10 GENERAL STAFF RE-CLASSIFICATION PROCEDURES**

The procedures relating to General Staff Re-classification are at Schedule 5 of this Agreement.

## **11 INTRODUCTION OF CHANGE**

- 11.1 The Institute shall notify Employees likely to be affected by major change (and if requested by the Employee(s) the NTEU) where the Institute has made a decision to introduce major change(s) in the services it provides, administrative methods or structure, organisation, forms of employment or application of technology that are likely to have significant effects on Employees.
- 11.2 For the purposes of this clause, "significant effects" includes termination of employment, major change in the composition, operation or size of the Institute's

workforce or in the skills required; the elimination of opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

- 11.3 The Institute must discuss with the Employees affected the introduction of a change, the effect the change is likely to have on Employees and shall give consideration to matters raised by the Employees in relation to the change.
- 11.4 For the purposes of such discussions, the Institute must provide to the Employees concerned and their nominated representative, all relevant information about the change including the nature of the change proposed, the expected effect of the change on Employees and any, other matters likely to affect Employees.

## **12 ACCESS TO AGREEMENT**

An electronic copy of this Agreement will be posted on the intranet, and a certified copy will be kept in the Human Resource Manager's office to be available for inspection by any Employee of the Institute.

## **13 MODE OF EMPLOYMENT**

### **13.1 Casual Employment**

13.1.1 Casual employment shall normally be used only for:

13.1.1.1 Short-term work of an ad hoc nature, or

13.1.1.2 To replace a permanent Employee who is on leave for up to four weeks.

13.1.2 A casual Employee shall be paid per hour the ordinary rate plus a 25% loading in lieu of sick leave, annual leave and public holidays.

13.1.3 A casual Employee shall not be entitled to payment for any public holiday unless the Employee is required to work on such a day, and shall not be entitled to paid leave of any kind.

13.1.4 The minimum period of engagement for a casual Employee shall be in accordance with clause 12 of the Higher Education Industry – General Staff – Award 2010.

### **13.2 Contract (Fixed Term) Employment**

13.2.1 "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 employer, other than during a probationary period, or for cause based upon serious or wilful misconduct.

13.2.2 Fixed Term employment may be on a full-time or part-time basis.

- 13.2.2.1 Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, the Institute is committed to the principles of natural justice in any consideration to terminate the employment upon or before the expiry of the period of probation.
- 13.2.2.2 Any second or subsequent fixed term contract, with the employer, will not contain a probationary period.
- 13.2.2.3 The use of "fixed-term employment" shall be limited to the employment of an Employee engaged on work activity that comes within the description of one or more of the following circumstances:

Specific task or project

"Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the employer.

Replacement Employee

"Replacement Employee" means an Employee undertaking work activity replacing a full-time or part-time Employee for a definable period for which the latter Employee is on authorised leave of absence.

Research

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

- 13.2.2.4 Incidents of Fixed-Term Contract of Employment

A fixed-term contract Employee shall be entitled to:

- 13.2.2.4.1 Incremental advancement

A fixed-term Employee 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 an Employee engaged as a full-time Employee in the same or similar classification under a relevant award.

- 13.2.2.4.2 Notice of cessation or renewal of employment upon expiry of contract

The employer shall provide to a fixed-term Employee, a written notice of the employer's intention to renew, or not to renew, employment with the employer upon the expiry of the



contract, which shall be a minimum of four (4) weeks.

13.2.2.4.3 For the purpose of determining which provisions under the relevant awards apply to fixed term Employees, 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) Periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service for the purposes of this clause.
- (b) Where a contract Employee during the term of appointment is notified by the employer that there is to be a renewal of the contract employment or a permanent appointment, the employer shall ensure that there is no break in employment between the Employee's appointments.
- (c) Where a contract Employee is immediately after, or during the course of, his or her term of appointment employed on a permanent appointment, the Employee's period of contract service shall count in full for all purposes.

### 13.2.3 Conversion from Fixed Term to Full or Part-Time Position

An Employee who is engaged in a fixed term position may apply to occupy a continuing position, where a continuing position is created to undertake the duties of the Employee's current position.

Prior to taking any further action to fill the position (including advertising the position), the Director will consider the Employee's application in accordance with the following criteria:

- 13.2.3.1 The employee must have entered the employer through an external merit based selection process; and,
- 13.2.3.2 The employee must have the requisite qualifications and/or skills to undertake the duties of the position; and,
- 13.2.3.3 The performance of the employee is at least satisfactory as evidenced through the Performance Assessment and Development Framework; and,
- 13.2.3.4 The conversion is supported by an appropriate recommendation from the Supervisor and Human Resource Manager.

## 13.3 Continuing Engagement

### 13.3.1 Full-time employment

"Continuing Full-time employment" means all employment other than "fixed-term", "part-time", or "casual".

### 13.3.2 Continuing Part-time employment

"Continuing Part-time employment" means employment for less than the normal weekly ordinary hours specified for a full-time Employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

### 13.4 Requirement to State Terms of Engagement

Upon engagement, the employer shall provide to the Employee an instrument of appointment, which stipulates the type of employment and informs the Employee of the terms of engagement at the time of the appointment in relation to:

- 13.4.1 For all Employees other than casual Employees, the classification level and salary of the Employee on commencement of the employment, a copy of an up to date position description and the hours or the fraction of full-time hours to be worked;
- 13.4.2 For a fixed-term Employee, the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of fixed term contract for the type of employment has been decided for that employment;
- 13.4.3 For casual Employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
- 13.4.4 For any Employee subject to probationary employment, the length and terms of the probation;
- 13.4.5 Other main conditions of employment including the identity of the employer, or the documentary, or other recorded sources from which such conditions derive, and the duties and reporting relationships to apply upon appointment can be ascertained; and
- 13.4.6 The key objectives to be used by the employer in determining the Employees performance within the probationary period.

13.5 Where an Employee is entitled to paid leave in accordance with this Agreement and the Employee is employed on a part-time/fractional basis, the Employee shall not by reason of being a part-time/fractional Employee, be required to serve a longer period of service to qualify for any leave entitlements and shall be paid pro-rata for any such leave.

### 13.6 Probation

All positions, regardless of employment mode may contain a probationary period that is directly related to the nature of the work to be carried out. Should performance issues arise during the probationary period, the Supervisor shall, with the assistance of the Human Resources Manager, advise the Employee of these issues and work constructively to address them. In the event that the issues cannot be resolved and there is a decision to terminate employment prior to completion of the probationary period, the Supervisor/Human Resource Manager will provide at least one months' notice to the Employee of that decision. The Employee will have a reasonable opportunity to respond to these issues and the grounds for termination of employment.

- 13.6.1 A four-month probationary period will apply to all new Employees appointed in continuing positions. The probation shall consist of:

- 13.6.1.1 An induction process which incorporates the clarification of roles, responsibilities, and expectations, to take place within the first two weeks of employment
  - 13.6.1.2 Formal meetings between the Human Resources Manager and/or the relevant Supervisor and the Employee will take place at one month and three months, in order to provide an opportunity for discussion of performance or organisational issues and identify any reasonable training needs. The Human Resources Manager and Supervisor will also be responsible for providing regular informal feedback within the probationary period.
  - 13.6.1.3 An Employee who has successfully completed his or her probation period in another position or a fixed-term contract position with the employer and who is subsequently appointed to another position will not be required to serve a further period of probation.
- 13.6.2 Records of Interview
- 13.6.2.1 A written and signed record shall be kept of all probation meetings. The Employee's signature shall indicate only that they have read the record. These reports shall be provided to the Employee.
  - 13.6.2.2 Should performance issues arise during the probationary period, the Supervisor shall, with the assistance of the Human Resource Manager, advise the Employee of these issues and work constructively to address them. In the event that these issues cannot be resolved and there is a decision to terminate employment prior to completion of the probationary period, the Supervisor/HR Manager will provide at least one month's notice to the Employee of that decision. The Employee will have a reasonable opportunity to respond to these issues and the grounds for termination, during that time.
  - 13.6.2.3 The final meeting shall be held to evaluate the probationary period. The Supervisor shall inform the Employee of their recommendation concerning the Employee's ongoing appointment on completion of the probationary period. The recommendation shall be that:
    - 13.6.2.3.1 The appointment be confirmed; or
    - 13.6.2.3.2 The probation be extended for a further three month period; or
    - 13.6.2.3.3 The appointment be terminated.
- This clause does not operate to prevent the employer from confirming the Employee's ongoing appointment prior to the completion of the probationary period.

## **14 JOB SHARE**

The employer wishes to retain its staff and as such is willing to consider requests from staff who wish to enter into job share arrangements. Such requests will be dealt with on a case-by-case basis by the Director's Office. Employees may also make a request for flexible working arrangements as prescribed by the National employment Standards.

## **15. OCCUPATIONAL SUPERANNUATION**

### **15.1 Eligibility**

All new employees are required to join the UniSuper Defined Benefits or Accumulation 2 scheme if they are less than 65 years old and hold either a permanent appointment or are appointed on a fixed term contract of 1 or more years and make the additional 3% employee co-contribution as per clause 15.2.2. Otherwise all new employees will be required to join the UniSuper Accumulation 1 scheme. The Institute will comply with the UniSuper Deed of Covenant.

### **15.2 Contributions**

15.2.1 Employees contribute to UniSuper Ltd at the rate determined by the relevant superannuation plan.

15.2.2 The employer contributes an amount equal to 14% of salary to UniSuper and will contribute an additional 3% on the basis that the employee also makes a 3% co-contribution.

15.2.3 Employees who are not required to join the UniSuper Defined Benefits or Accumulation 2 scheme (including casual staff) are entitled to the current legislated Superannuation Guarantee level of employer contributions to the relevant UniSuper Fund.

15.2.4 Employees who have a 17% employer contribution who have been employed prior to 1 January 2014 will retain the 17% employer amount without the need to make the 3% employee co-contribution.

## **16 SALARY CHANGES**

All Employees to whom this Agreement applies shall be paid in accordance with the rates and timing of increases as shown at Schedule 2.

## **17 POSITION CLASSIFICATION STANDARDS**

17.1 The position Classification Standards for General staff shall be as shown at Schedule 3 of this Agreement.

17.2 The position Classification Standards for Research staff shall be as shown at Schedule 4 of this agreement, as per NHMRC Guidelines.

## **18 PROCEDURES RELATING TO GENERAL STAFF CLASSIFICATION**

18.1 The parties agree that an objective of the classification structure is to enhance career opportunities for Employees classified as members of the General Staff. It is agreed that organising jobs to allow Employees access to work in the level

above the level to which they were appointed will assist in the achievement of this objective.

- 18.2 To this end Employees appointed to positions in classification HEW levels 1 to 9 will have the opportunity to progress through the incremental structure of their appointed classification level and move in to the classification level above. This means that, subject to the criteria and processes in Clause 18.5:

- 18.2.1 Those Employees appointed to Level 1 will have access to Level 2
- 18.2.2 Those Employees appointed to Level 2 will have access to Level 3
- 18.2.3 Those Employees appointed to Level 3 will have access to Level 4
- 18.2.4 Those Employees appointed to Level 4 will have access to Level 5
- 18.2.5 Those Employees appointed to Level 5 will have access to Level 6.
- 18.2.6 Those Employees appointed to Level 6 will have access to Level 7
- 18.2.7 Those Employees appointed to Level 7 will have access to Level 8
- 18.2.8 Those Employees appointed to Level 8 will have access to Level 9
- 18.2.9 Those Employees appointed to Level 9 will have access to Level 10.

- 18.3 Advancement to the higher classification level will not be automatic. However, it is expected that Employees who have been working satisfactorily at the level to which they were appointed and have the capability to take on the duties of the higher level will gain access to that level, subject to the criteria, in Clause 18.5.

- 18.4 The parties recognise that the Institute is a relatively small organisation, with limited staff and financial resources and whilst Institute management will reorganise work wherever practicable in order to allow Employees the opportunity to gain access to work at the higher level, this might not always be possible. Whilst it is acknowledged that some work areas may be unable to provide access to work at the higher level, the parties agree that the purpose of the broad-banded structure is to provide all Employees with the opportunity to work at the higher level. Where this is not available in their work area the Institute will consider, subject to the then prevailing circumstances, transfers and secondments to other work areas to provide Employees with the opportunity to work at the higher level.

- 18.5 Criteria for Advancement to the Higher Level

It is the joint responsibility of the Supervisor and Employee to plan for the move to the higher level. The following are relevant criteria in determining the Employee's advancement to the next level:

- 18.5.1 Satisfactory performance and achievement of agreed objectives, at the lower level;
- 18.5.2 An assessment that the Employee meets the training level or qualification requirements in the position classification standards (as set out in Schedule 3 of this agreement for the higher level);
- 18.5.3 A requirement by the Institute for work to be performed at the higher level.

- 18.6 The Director, or nominee, will make a reasonable effort to ensure that work at the higher level is available, which may involve an expansion or restructure of the job:

Examples in which this may occur are:

- 18.6.1 Provision of similar but more complex work;
- 18.6.2 More responsibility in terms of resources;
- 18.6.3 More complex work through addition of duties not normally done by the Employee;
- 18.6.4 Working with a reduced level of supervision.

Where the Director, or nominee, is unable to expand or restructure a specific position, redeployment of the Employee within the Institute will be considered.

- 18.7 Options for advancement would normally be considered when the Employee reaches the top increment of the lower level.

- 18.8 Position Management in the Broad-Banded Structure for General Staff

On vacancy, positions in linked levels will normally be filled at the lower level, and the duties and responsibilities of the position also revert to the lower level. In those circumstances the new incumbent may advance to the next higher level subject to the criteria in Clause 18.

## **19 PROMOTION**

- 19.1 General Staff

Appointment of an Employee to another position at a higher level is normally by way of advertised vacancy, at the discretion of the Director, and selection on merit.

- 19.2 Research Staff

- 19.2.1 The parties acknowledge that the appointment, promotion and re-appointment of NHMRC Research Fellows is regulated in strict accordance with NHMRC policies and procedures (refer Schedule 4).
- 19.2.2 Further, for other research staff at the Institute the position descriptors at Schedule 4 will apply.

## **20 PERFORMANCE MANAGEMENT**

- 20.1 The parties agree to the maintenance of the agreed "Performance Assessment and Development Management" program which entails all staff setting, in concert with their Supervisor, annual performance objectives. The intent of the program is to improve performance and promote skill development and knowledge acquisition by:

- 20.1.1 Setting objectives for the incremental cycle
- 20.1.2 Better assessing training and development needs required to achieve objectives

- 20.1.3 Reviewing performance against objectives.
- 20.2 At the end of the annual performance cycle could be a recommendation to:
  - 20.2.1 Not award an incremental advancement
  - 20.2.2 Award a single increment
  - 20.2.3 Award a double increment or
  - 20.2.4 Re-classify the position.

## **21 INCREMENTAL PROGRESSION**

21.1 The purpose of the incremental progression system is to create an environment where there are incentives to performance, and where there are processes which facilitate career development. Incremental progression will not be automatic but will be subject to the specific approval of the Director's Office.

### **21.2 Criteria for Incremental Progression - General Staff**

The basis for incremental progression of General Staff within the relevant classification level is an assessment that overall performance has improved. Having regard to the recommendation of the Employee's Supervisor, a judgement will be made by the Institute's Director against the following criterion:

Meeting reasonable performance objectives agreed between the Supervisor and the Employee at the beginning of the incremental cycle.

### **21.3 Criteria for Incremental Progression - Research Staff**

In order to achieve progression to the next point on the incremental scale a member of the Research Staff is expected to have achieved agreed objectives and shown satisfactory performance in, for example, the following criterion areas:

- 21.3.1 Contributed, through research, scholarly writing, publications, scientific collaboration, professional practice or in other ways to the advancement of and application of knowledge;
- 21.3.2 Participated in the administration of the Institute and/or provided leadership and undertaken such administrative duties in the organisational unit as might have been assigned by the Supervisor;
- 21.3.3 Participated in the scheme for performance management for development purposes and undertaken such professional or personal development activities as might have been agreed during that process;
- 21.3.4 Contributed service to the relevant discipline through professional activity, continuing education, consultancy, conference organisation or other similar activity relevant to the work of the Institute.

In some circumstances Research Assistants who have reached the top of Level A may have access to incremental progression through to Level B:3, in accordance with the following guidelines.

## 21.4 Guidelines

In assessing merit against the criteria in sub-Clauses 19.2 the Employee's Supervisor, in making a recommendation to the Director, and the Director, will be guided by the following:

- 21.4.1 An increment must be recommended where the Employee's performance meets the incremental criteria in a satisfactory manner.
- 21.4.2 An accelerated increment may be recommended where the Employee's performance consistently and significantly exceeds the standards of the incremental criteria. What constitutes performance significantly in excess of the standards should be clarified, where possible, at the same time as the performance objectives are agreed.
- 21.4.3 An increment may be deferred where performance has fallen short of the standards required, or a significant number of agreed objectives have not been achieved.
- 21.4.4 An increment may be withheld where performance consistently falls short of requisite standards or where the agreed objectives are not achieved.
- 21.4.5 The recommendation by the Supervisor to award or deny an increment shall be made prior to the end of the relevant incremental period.
- 21.4.6 The Supervisor must take into account equal opportunity issues when assessing the employer's performance for the award or denial of an increment.
- 21.4.7 Any recommendation by a Supervisor that no salary increment be made must be accompanied by documented reasons, which must be made available to the Employee.
- 21.4.8 Any Employee aggrieved with the refusal of or delay of any increment may invoke the dispute settling procedures set out in Clause 8 of this Agreement of this Agreement.

## 22 WEEKEND ROSTER FOR TECHNICAL STAFF

- 22.1 Position descriptions for technical staff may specify that the Employee is required to work occasional weekend work, on a rostered basis. To reduce the need for full time staff working on weekends or public holidays, casual staff will be employed where practicable.
- 22.2 Payment for full-time staff working weekends will be based on penalty rates with a minimum four hours work to be paid.
  - 22.2.1 For work on a Saturday payment shall be at the normal rate plus 50%
  - 22.2.2 For work on a Sunday or Public Holidays payment shall be at the normal rate plus 100%
- 22.3 The Employee may elect to take time off in lieu of the payment referred to at sub-Clause 22.2. Such time off in lieu of payment shall be agreed between the employer and the Employee prior to the Employee taking time off in lieu. Time in lieu will be taken at the same rate as the penalty rate that applied at the time of the weekend work was performed.



## 23 REDEPLOYMENT AND REDUNDANCY ARRANGEMENTS

### 23.1 Application

This clause applies to all members of staff in continuing positions. It does not apply to Casual Staff or Fixed Term Employees.

### 23.2 Grounds for Redundancy

23.2.1 The employer may decide to terminate the employment of an Employee/s as a consequence of circumstances such as:

23.2.1.1 Changes in work methods;

23.2.1.2 Re-organisation;

23.2.1.3 Financial exigency;

23.2.1.4 Introduction of new technology;

23.2.1.5 Where the duties of the position are changed such that the employee is not competent to perform those duties provided that an employee shall not unreasonably refuse appropriate retraining offered by the employer in relation to the changed duties;

### 23.3 Notification of Redundancy

23.3.1 The employer will formally notify the employee(s) concerned (and if requested by the Employee, the union) that their employment will terminate and will outline the reason(s) for the termination.

23.3.2 At the time of the notification of redundancy, the Director shall offer the Employee a redundancy package and the Employee shall have twenty (20) working days notice of the redundancy. In the case of an Employee who is over 45 years of age and who has completed 2 years of continuous service they will be entitled to 25 working days notice of redundancy.

23.3.3 The Redundancy Package offered by the Director shall be:

23.3.3.1 Payment in lieu of salary for the unexpired portion of the relevant working days notice period;

23.3.3.2 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 (including notice period) and the minimum sum payable shall be four (4) weeks salary (including the notice period), and

23.3.3.3 Referral to a professional outplacement assistance service for a maximum of six (6) hours.

23.3.4 Provided further that the sum payable to an Employee pursuant to this sub clause (excluding outplacement assistance), shall not exceed the salary that would be payable if the Employee continued in employment

to a date on which the Employee had indicated in writing their intention to retire.

#### 23.4 Payment of accrued entitlements

Upon cessation, the Employee will be paid all outstanding accrued salary and annual leave. Accrued long service leave is only payable once an Employee has completed seven (7) years' continuous service.

#### 23.5 Redeployment

Throughout the procedures referred to in Clause 23.1 to 23.4 inclusive, the Institute will endeavour to avert redundancy by means of internal redeployment to another position which may require the transfer between the Parkville and Heidelberg sites at the same classification and time fraction. The parties accept however that given the size of the Institute opportunities for redeployment on this basis are severely limited and may not be feasible at all times.

Refusal to accept a redeployment or transfer offer does not give grounds for a redundancy.

### 24 TERMINATION OF EMPLOYMENT

24.1 All decisions to terminate the employment of research staff or general staff must be in accordance with the relevant provision of this Agreement. Termination of employment may only occur for the following reasons and in accordance with the provisions specified below:

24.1.1 Unsatisfactory performance,

24.1.2 Misconduct/Serious misconduct,

24.1.3 Redundancy,

24.1.4 During or at the conclusion of a Probation Period.

24.2 The employer shall not terminate the employment of an employee unless he/she has been given notice and/or compensation as required by the Fair Work Act 2009 provided that:

24.2.1 An employee may be dismissed without notice if he or she has been found to have engaged in conduct of a kind envisaged in 9.6 of this Agreement such that it would be unreasonable to require the employer to continue employment during the notice period.

24.2.2 Greater notice specified in a employee's contract of employment; or in this Agreement; or

24.2.2.1 Greater compensation specified as part of any redundancy

24.2.2.2 Provision of this Agreement

shall prevail over the Fair Work Act 2009.

Nothing in this clause shall displace or override any workers' compensation scheme, including WorkCover.

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

## **25 LONG SERVICE LEAVE**

25.1 After 10 years of service, an Employee is entitled to 13 weeks paid leave, and 6.5 days upon completion of each additional year of service. A maximum accumulated entitlement of long service leave shall be 75 working days.

25.2 Accrual of long service leave entitlement shall be recorded on a monthly basis and a pro-rata amount shall be accessible at any time upon completion of seven years recognised service.

In determining eligibility for long service leave, an Employee (other than a casual employee) must have:

25.3.1 Seven (7) years of continuous service with the Institute, or

25.3.2 The equivalent amount of actual service plus recognised service to a total of Seven (7) years "service", provided that the Employee has served an actual minimum period of three (3) years in the employ of the Institute.

25.4 In addition, the Seven (7) years of service must be of the type where long service leave entitlements accumulate.

25.5 Part-time staff are to be paid their long service leave based on their weekly hours worked at the time of taking leave.

25.6 With the approval of the Director, or nominee, an employee may take their entitlement on half pay for twice the period.

25.7 An employee is entitled to choose the time for taking long service leave provided that at least six months' written notice is given or the Director, or nominee, is satisfied that, within a shorter notice period, alternative arrangements can be made to cover the workload of the employee. In considering long service leave, employees should take into account operational requirements and student needs.

25.8 The Institute will recognise long service leave entitlements of staff from Universities and Medical Research Institutes where reciprocal arrangements are in existence or the monetary value of the Long Service Leave has been credited to the Institute either by the Employee or the previous employer.

25.8.1 After transfer, staff cannot normally take Long Service Leave for three years.

25.9 Long Service Leave Management

25.9.1 When an Employee's long service leave entitlement has reached 70 days, the Employee will be required by the Director, to submit a plan for the taking of the leave such that will reduce the Employee's long service leave balance to forty (40) days, upon return from the approved period of Long Service Leave.

25.9.2 The Employee will, within 10 working days of being notified as per Clause 25.9.1 provide the Director with a written plan of the leave timetable proposed by the Employee.

25.9.3 Should the Employee fail to submit the required plan within the time limit referred to in Clause 25.9.2 the Director shall nominate the dates that the Employee will be placed on Long Service Leave provided that the Employee shall be given not less than four (4) months notice of the commencement date/s and finishing date/s of the Long Service Leave.

25.10 An Employee who becomes sick during long service leave will be credited for periods of leave on production of a medical certificate, provided sick leave entitlements are available.

25.11 At any stage during an Employee's term of appointment, the Director may direct an Employee to bring their leave balance to minimum levels as per 25.9.1.

25.12 Nothing in this clause shall be interpreted as allowing an Employee to payment in lieu of taking Long Service Leave i.e. "cash in" Long Service Credits except upon cessation of employment.

25.13 A employee, or where applicable, her or his legal representative, will be entitled to payment in lieu of long service leave accrued but not taken at the date of termination where:

25.13.1 The employment of an employee at the Howard Florey Institute terminates after seven (7) years or more service including recognised service with another employer.

25.13.2 After four (4) years of service at the Howard Florey Institute where an employee retires on the grounds of ill health or the employee dies.

## **26 COMPASSIONATE LEAVE**

An Employee shall, on the death of a member of the employee's immediate family or household, be entitled on notice, to leave up to and including the day of the funeral. Such leave (unless the employee is a casual) shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' work. Proof of such death may be required by the Institute.

## **27 DONATING BLOOD**

An Employee who is absent for the purpose of donating blood during working hours may take paid leave in a timeframe and frequency agreed with the Supervisor.

## **28 JURY SERVICE**

28.1 An Employee required to attend for jury service during normal working hours will have their salary maintained. The Institute will pay the Employee the difference between his or her normal salary and any payment made to the Employee for their attendance for jury service.

28.2 The employee must notify his or her Supervisor as soon as possible that they are required to attend for jury service, and may be required to provide proof of attendance and advice on the duration of attendance.

## **29 ASSISTANCE IN AN EMERGENCY**

The employer shall grant an Employee special leave with pay:

- 29.1 For fire fighting for the duration of emergency assistance to a recognised fire fighting authority, or during immediate danger from fire to the employee's own home or those of close relatives;
- 29.2 For a declared State emergency where the employee is a member of a recognised volunteer group/assistance organization;
- 29.3 For a maximum period of seven (7) days in any given calendar year.
- 29.4 If the Employee requires or requests further leave it shall be on an unpaid basis.

## **30 ANNUAL LEAVE**

- 30.1 A full-time employee shall be entitled to annual leave on full pay at the rate of twenty (20) working days for each completed year of service from the date of appointment. A fractional-time employee shall accrue annual leave at the same rate as that of a full-time employee but shall be paid for leave taken at the fractional rate which applies at the time of taking the leave.
- 30.2 Where a public holiday occurs during the period an employee is absent on annual leave and such holiday is observed by the Institute, no deduction shall be made for that day from the employee's annual leave credits.
- 30.3 Where a employee with accrued sick leave credits is ill for two or more consecutive days whilst absent on annual leave, the employee shall, provided that a certificate from a registered medical practitioner is submitted for the period of illness, be placed on sick leave and no deduction shall be made from annual leave credits for the days in question.
- 30.4 The taking of annual leave shall be by mutual agreement between the employee and their Supervisor and the Director's Office.
- 30.5 The employee shall be entitled to take their full accrued entitlement as a single continuous period.
- 30.6 Annual Leave Management
  - 30.6.1 Upon the accumulation of the maximum allowable limit being 30 days, employees will be required to reduce their leave balance to 20 days. Within four weeks of receiving notification, the Employee will submit to their Supervisor a proposal outlining a plan to reduce their leave balance to an amount of not more than twenty (20) days credit, upon return from annual leave.
  - 30.6.2 The submitted proposal will normally be accepted by the Supervisor. In the absence of agreement or if the employee does not submit a proposal in the time limit required, the employee will take annual leave at the direction of the Institute and the employee's annual leave balance will be adjusted in accordance with the Institute's direction. During the period of leave the Supervisor will give consideration to the manner in which the Employee's normal work duties are managed.
  - 30.6.3 Should the Employee fail to submit a leave plan in accordance with 30.6.1, the Director may with two (2) weeks notice, direct the Employee to commence annual leave by nominating the dates of commencement

and return from annual leave. Provided that the Employee shall not be required to take annual leave in accordance with this clause that would reduce the Employee's annual leave credit to less than 20 days upon return from the said period of annual leave.

- 30.6.4 For Fixed Term contract Employees, all annual leave entitlements must be taken during the term of the contract. The Supervisor, in consultation with the Employee, is responsible to ensure that all such accumulated annual leave is cleared.
  - 30.6.5 At any stage during an Employee's term of appointment, the Director can direct an Employee to bring their leave balance to minimum levels.
  - 30.6.6 Special consideration will be given to Employees who wish to accumulate annual leave beyond the maximum allowable limit where Employees can provide good reason for the accumulation of such annual leave. Normally, however, the maximum allowable limits will be 30 days.
- 30.7 Where a employee resigns or retires or is dismissed or otherwise terminated from employment, the employee shall receive payment in lieu of annual leave accrued but not taken provided that, in the event of termination of employment due to the employee's death, such payment shall be made to the legal representative of the employee. In all instances payment in lieu shall be for all annual leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

## **31 LEAVE LOADING**

- 31.1 Full time Employees shall be paid an annual leave loading in respect of four (4) weeks leave entitlement equal to 17½ per cent of the ordinary pay of the employee with a maximum payment equal to the Australian Statistician's figure for Average Weekly Total Earnings of all Males (Australia) for the September quarter of the year in which the entitlement to the leave is accumulating.
- 31.2 Should an Employee terminate prior to the Australian Statistician's figure for Average Weekly Total Earnings of all Males (Australia) for the September quarter being known, payment of the maximum annual leave loading shall be at the declared rate for the September quarter of the previous year.
- 31.3 Part-time Employees or Employees who have not worked for a full year shall receive pro-rata payments.

## **32 SICK LEAVE**

- 32.1 An employee shall be entitled to sick leave on the employee's ordinary rate of pay at the rate of fifteen working days for each completed year of service from the date of appointment. Such leave shall be credited twelve months in advance other than in their first year where it will accrue monthly.
- 32.2 Sick leave entitlements are cumulative from year to year.
- 32.3 Previous periods of service with the Institute shall be recognised for the purpose of determining a employee's entitlement to sick leave provided that any break in service with the Institute does not exceed twelve months.
- 32.4 An employee may convert sick leave on full pay to sick leave on half pay at any time.

- 32.5 For any day of sick leave which forms part of a period of absence in excess of three consecutive days (excluding weekends and public holidays) or in excess of six aggregate working days in any year of service, the employee shall furnish proof of illness to the Institute. A certificate from a registered medical practitioner, registered dentist, registered physiotherapist, registered chiropractor, registered osteopath, registered clinical or counselling psychologist shall be accepted as proof of illness. In the absence of such proof, the period of absence from duty shall be without pay or, at the request of the employee, shall be deducted from the annual leave credits of the employee.
- 32.6 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted isolation leave, at the discretion of the Director on full pay or without pay after all sick leave entitlements have been used.
- 32.7 Where a period of illness exceeds the employees sick leave credited entitlements, the Institute may approve sick leave in advance, provided the period or advanced leave will be accrued within the period of appointment.

### **33 PARENTAL LEAVE**

#### **33.1 Eligibility**

33.1.1 Parental Leave is leave for the purposes of the care of a newborn child/infant and may be accessed for maternity, partner and adoption leave purposes.

33.1.2 An Employee (other than a casual Employee) who has completed a minimum of twelve (12) months continuous service with the employer at the time leave is to begin, is eligible for paid parental leave. An employee (other than a casual employee) who has completed less than twelve (12) months service is entitled to parental leave calculated on a pro-rata basis. Parental leave will be available as follows:-

#### **33.2 Maternity Leave**

33.2.1 Maternity leave is available to employees that are pregnant, as the primary care giver of a newborn child an employee is entitled to a maximum of 20 weeks paid leave and 32 weeks unpaid leave.

33.2.2 For part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.

33.2.3 A casual Employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months service shall be entitled to 52 weeks Maternity Leave on a without pay basis

#### **33.3 Partner Leave**

33.3.1 As the partner of the primary care giver of a newborn child an employee (other than a casual employee) is entitled to seven (7) working days paid partner leave, plus an additional period of unpaid leave up to a combined maximum of 52 weeks leave where the employee is to be the primary care-giver of the newborn child.

- 33.3.2 For part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
- 33.3.2 A casual employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months service shall be entitled to 52 weeks Parental Leave, on a without pay basis.
- 33.3.4 An employee who has taken maternity leave shall not be eligible for partner leave.

#### 33.4 Adoption Leave

- 33.4.1 An employee (other than a casual employee) who adopts a child is entitled to special paid leave of up to ten (10) working days. In addition, a total of 50 weeks unpaid adoption leave is available to adopting parents, to be taken by either parent, but not by both concurrently.
- 33.4.2 Where both partners are employees, one parent, is entitled to six (6) weeks leave at full pay or either employee can share this leave provided the total for both does not exceed the 6 weeks.
- 33.4.3 For part-time employees, the paid portion of the leave will be paid at the appropriate fractional rate of pay.
- 33.4.4 A casual Employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months service shall be entitled to 52 weeks Adoption leave on a without pay basis.

#### 33.5 Fixed-term Appointments

Where an appointment has a fixed termination date, the employee's entitlement to any form of paid parental leave ceases from that date.

#### 33.6 Conditions of Leave

- 33.6.1 Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee's legal responsibility must be produced if required by the employer.
- 33.6.2 An Employee on the paid portion of parental leave shall not engage in outside employment or full-time study.
- 33.6.3 Maternity leave is reduced by any period of unpaid partner leave taken by the employee's partner, if both are Employees, and may not be taken concurrently with unpaid partner leave taken by that person.

#### 33.7 Continuity of Service

Approved parental leave shall not break continuity of employment. The portion of parental leave taken as unpaid leave shall not count as service for the purposes of calculating any annual or long service leave entitlements.

#### 33.8 Commencement of Leave

- 33.8.1 Maternity leave normally commences no later than six (6) weeks before the anticipated date of birth. Leave may commence earlier or later at



the request of the employee provided that the employer may request a medical certificate for an earlier or later commencement.

33.8.2 Adoption leave commences from the date on which an Employee takes custody of the child being adopted.

### 33.9 Resumption of Duty

33.9.1 An Employee returning to duty from parental leave shall be entitled to return to the position held immediately before taking parental leave. If that position no longer exists the employer shall employ him/her in a position commensurate with the classification and duties for which he/she is qualified.

33.9.2 An Employee returning to duty after working a reduced time fraction because of the pregnancy shall be returned to the position and time fraction held immediately prior to working part-time.

33.9.3 Upon provision of four weeks notice in writing, unless waived by the Director's Office, an Employee may resume duty earlier than the date originally approved with the agreement of the Director's Office.

### 33.10 Use of Annual and Long Service Leave

An Employee 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.

### 33.11 Sickness while on Maternity Leave

An Employee 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 be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid maternity leave expires. If the Employee exhausts her Sick Leave credits, the approval for leave will be at the discretion of the Director's Office.

## **34 FLEXIBILITY FOR EMPLOYEES WITH FAMILY and HOUSEHOLD RESPONSIBILITIES**

### 34.1 Eligibility for Leave

34.1.1 An employee, (other than casual employees), with responsibilities to provide care or support to a member of their immediate family or household shall be entitled to use special family leave provisions for absences relating to:

34.1.1.1 Illness or injury of the family or household member; or

34.1.1.2 An emergency renders it essential that the Employee attend to that person.

34.1.2 For the purposes of this clause, family member shall mean either:

34.1.2.1 A member of the employee's household; or

34.1.2.2 A member of the employee's immediate family.

34.1.3 "Immediate family" includes:

- 34.1.3.1 Step-parent;
- 34.1.3.2 A spouse (including a former spouse and a de facto spouse) of the Employee; and
- 34.1.3.3 A dependent child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the Employee or of the spouse of the Employee, or any other person with whom the Institute is satisfied that the employee has a bona fide immediate family relationship.

34.1.4 A “de-facto spouse” means a person of the same or opposite sex who lives with an Employee in an established relationship on a bona fide domestic basis.

#### 34.2 Periods of Paid or Unpaid Leave

34.2.1 An employee is entitled to access sick leave credits to support a member of the employee's family who is ill. Additional leave may be granted at the discretion of the Director.

34.2.2 In addition an employee, by arrangement with the Institute, may access:

34.2.2.1 Up to a maximum of five days annual leave in single days;

34.2.2.2 Unpaid leave.

#### 34.3 Notification

All absences relating to special family leave must be supported by the production of satisfactory evidence of illness of the family member such as a medical certificate or statutory declaration.

### 35 SALARY PACKAGING

35.1 The parties agree that all eligible Employees covered by this Agreement may wish to salary package certain items in accordance with the Institute's Salary Packaging Policy & Procedures.

35.2 Should Salary Packaging arrangements change during the life of this agreement, the parties commit to meeting at the earliest possible time to explore the options available to the staff and the parties.

35.3 Eligible Employees for the purposes of clause 35.1 are all employees other than short fixed term employees contracted to work for less than three (3) months

35.4 Subject to sub-Clause 35.5, the parties agree that if legislative or other changes result in an increased cost of salary packaging to the Institute, the Institute may elect to discontinue salary packaging, unless the Employee pays the additional cost, in which case the institute is obliged to continue the salary packaging option.

35.5 Notwithstanding anything contained within this clause, the Employee's current salary rate as specified in Schedule 2 of this Agreement will be used as the figure in relation to which the following entitlements are calculated:

35.5.1 Termination payments, including annual leave and long service leave;

- 35.5.2 Superannuation;
  - 35.5.3 Calculation of redundancy benefits;
  - 35.5.4 Calculation of early retirement benefits;
  - 35.5.5 Calculation of annual leave loading;
  - 35.5.6 Overtime and shift payments.
- 35.6 The Institute's Salary Packaging Policy and Procedures Manual incorporates the Institute's and the Eligible Employee's respective obligations to pay Fringe Benefits Tax and PAYE Tax as determined by the Fringe Benefits Tax and the Income Tax Assessment legislation as applicable.
- 35.7 In the event that the Institute is liable for whatever reason to pay Fringe Benefit Tax as a result of implementing the Salary Packaging Policy pursuant to Schedule 6 of this Agreement, such impost of tax shall be borne by the Eligible Employee within their salary.
- 35.8 Where an Eligible Employee elects to salary package pursuant to Schedule 6, the Eligible Employee shall be required to pay an up-front fee as outlined in the Schedule, and enter a formal agreement with the Institute which, *inter alia*, nominates the Institute's salary packaging administrator. All Eligible Employees will deal exclusively with the Institute's nominated salary packaging administrator in the establishment and on-going administration of their salary package requirements.
- 35.9 As the Institute is assisting their Eligible Employees by providing the opportunity for salary packaging, and recognising that the law and circumstances may change, and that the Institute is relying on its salary-packaging administrator to provide benefits, the Institute will not be responsible for any loss or disadvantage suffered by an Eligible Employee arising from:
- 35.9.1 The cessation of any benefits payments;
  - 35.9.2 Any variations to the terms and conditions on which salary packaging is provided;
  - 35.9.3 The termination of an individual salary package by the Employee;
  - 35.9.4 The Institute allowing for a third party to provide benefits to or for the benefit of the Employee or an associate of an Employee.
- 35.10 The Institute will exercise its reasonable efforts to avoid or minimise any such loss that may arise under Clause 35.9 and of which it becomes aware.
- 35.11 The Institute will be entitled to recover any payment of salary and benefits paid in advance to which an Eligible Employee is not entitled.

## **36 HOURS OF WORK - MONDAY TO FRIDAY**

The ordinary hours of work for staff shall be 36.25 hours per week, worked between the hours of 8am and 6pm. All staff shall have a defined and constant starting and finishing time, unless variations are mutually agreed between the Employee and the Institute.

## **37 PUBLIC HOLIDAYS**

- 37.1 An Employee (other than a casual employee) shall be entitled to the following holidays without loss of pay:
- 37.1.1 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - 37.1.2 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;
  - 37.1.3 Labour Day
  - 37.1.4 Good Friday and the following Monday and Tuesday;
  - 37.1.5 25 April (ANZAC Day);
  - 37.1.6 Queens Birthday;
  - 37.1.7 Melbourne Cup Day and the Monday prior to Melbourne Cup
  - 37.1.8 24 December (if that day falls on any normal working day);
  - 37.1.9 25 December (Christmas Day) or, if that day falls on a Saturday or Sunday, 27 December;
  - 38.1.10 26 December (Boxing Day) or, if that day falls on a Saturday or Sunday, 28 December;
  - 37.1.11 any such other days, as the Director may declare.
- 37.2 Where any day or days are gazetted in substitution of any of the above mentioned days by proclamation or Act of Federal or Victorian State Parliament, then that day or days shall be observed as holidays without loss of pay. Any days in addition to the gazetted public holidays may result in a loss of a non-gazetted institute holiday.
- 37.3 An Employee and their Supervisor may agree to substitute any holiday prescribed in clause 37.1 above for a cultural or religious day of significance to the employee.
- 37.4 Where a Public holiday prescribed in this agreement occurs during the period an Employee is absent on annual or sick leave, no deduction shall be made for that day from the employee's annual or sick leave credits.
- 37.5 The Institute may be required to shut down over the Christmas and New Year period. In the event of an Institute shut down staff will utilise their annual leave for the days that are not covered by Public/Institute Holidays. If an employee has not accrued the required leave the Institute may grant the employee annual leave in advance. The Institute will notify staff at least 4 weeks prior to any shut down period to advise which days are paid Holidays and those that are to be taken as annual leave days.

## **38 OVERTIME**

- 38.1 Payment for overtime is not available to members of the General Staff classified at Higher Education Worker Level 7 and above, and/or for any member of the Institute's Research Staff.
- 38.2 For all other General Staff Employees remuneration for overtime may be in the form of payment at appropriate overtime rates, or awarding of "time in lieu" at the appropriate overtime rates.

## **39 MEAL & TEA BREAKS**

In no case shall an Employee be required to work for more than five (5) hours without a break for a meal. Morning and afternoon tea breaks each of ten (10) minutes duration, (to count as time worked), shall be allowed under arrangements acceptable to the employer. In order to maximise operational and personal flexibility, local work areas may agree to vary the timing of meal and tea breaks.

## **40 WORKLOAD REGULATION**

### **40. Staff Workload Framework**

40.1.1 Workload management is a matter which is best handled at the local level between a Supervisor and employee. The allocation of work to a employee must be consistent with the employee's level of appointment and time fraction.

40.1.2 The parties to the Agreement agree on the importance of developing fair and equitable workload models which will cater for the allocation of reasonable workloads to individual staff.

40.2.2 The parties to the Agreement are committed to the management of general staff workloads within the span of hours and the ordinary hours of work.

40.2.3 No Employee shall be required to work excessive or unreasonable overtime on a regular or ongoing basis, as part of operational procedures.

### **40.2.4 Extra Work**

40.2.4.1 The employer may direct an Employee to work reasonable overtime and, where work is required, the Employee must be paid for the time worked if the employee is remunerated at HEW 6 or below.

40.2.4.1 An Employee may undertake reasonable overtime, provided that this is decided as a result of mutual agreement between the Employee and the Supervisor, and is authorised by the Supervisor.

40.2.5 Where work over and above normal hours is directed, and the Employee is not eligible for paid overtime (at HEW Level 7 and above), the employee is entitled to claim time off in lieu. The Employee must document the hours worked, provide these details to their Supervisor within five (5) working days and discuss, with the objective of reaching an agreement, with their Supervisors, their arrangements for taking time off in lieu.

### **40.3 Staff Workload Review Process**

Where an Employee considers they have been allocated a differential and unfair level of work compared with colleagues in their team or organisational unit, or where an employee believes they have been unreasonably denied access to time off in lieu, they should first raise the matter with the team leader or relevant Supervisor. In the event that the matter is unresolved, the employee should raise the matter with the Director, or nominee, who shall seek to resolve the matter to the satisfaction of both parties. Should the matter not be resolved either party may access the Grievance Procedures of this agreement.

#### **41 ACCIDENT PAY**

The maximum period or aggregate of periods of work related accident pay, where a claim has been accepted, that shall be made by the employer shall be a total of 52 weeks for any one injury.

#### **42 INDIGENOUS EMPLOYMENT STRATEGY**

42.1 The parties are committed to encouraging the employment of Indigenous Australians consistent with the operational needs of the employer.

42.2 In pursuing this objective the parties will respect and consider the cultural, social and religious systems practised by Indigenous Australians.

#### **43 AMALGAMATIONS**

It is understood that the Howard Florey Institute (HFI) is a subsidiary of The Florey Institute of Neuroscience and Mental Health (Florey) and it is the intention to ultimately collapse HFI. Consequently, all HFI employees are likely to be uplifted into the Florey prior to the expiry of this Agreement. In this event all existing HFI employees transferred into the Florey will continue to be covered by this agreement. This agreement will also apply to all new Florey employees commencing after the HFI uplift date whose primary place of work is within the Parkville Campus University of Melbourne. For the purposes of this agreement new Florey employees do not include other staff engaged by the Mental Health Research Institute prior to the uplift date and Florey employees engaged at its Austin campus both prior to and after the uplift date.

#### **44. FLEXIBILITY ARRANGEMENTS**

44.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act 2009 (Cth).

44.2 An employee and the employer may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement, which will be confined to one or more of the following matters:

44.2.1 Structuring a pattern of working hours to enable employees to work on a full-time or fractional basis for a portion of a year receiving salary payments averaged across the whole year, including working a 48/52 arrangement or a variant thereof in order to vary the effect of clause 30 of this agreement;

44.3 Principles of the Purchased Leave Scheme

44.3.1 The purchased leave scheme provides for a Full-time General Employee to work 44 weeks of a 12 month period. During the 12 month period, the General Employee is entitled to have four weeks of paid purchased leave in addition to the normal four weeks annual leave, subject to a commensurate reduction in Remuneration.

44.3.2 Participation in the scheme is negotiated annually, and approval of participation is at the discretion of the Employer.

44.3.3 General Employees with an existing annual leave balance in excess of 20 days or an eligible long service leave balance in excess of 20 days are not eligible to participate in a scheme for the ensuing 12 month period.

#### 44.4 Calculation of Remuneration

44.4.1 When a General Employee has received approval to participate in the purchased leave scheme, his/her Remuneration will be paid at the rate of 48/52 of their full-time remuneration for that 12 month period.

44.4.2 Periods of paid leave taken during a scheme will be paid at the rate of 48/52 of full-time Remuneration for that 12 month period. The only exception to this is long service leave taken at half pay (as provided at subclause 28.5 (a)).

#### 44.5 Entitlements during Scheme

Annual and long service leave entitlements will continue to accrue at the normal Full-time rate during a scheme.

#### 44.6 Superannuation during Scheme

Superannuation contributions will be calculated based on the Remuneration payable to the General Employee during the scheme, i.e. on 48/52 of normal Full-time Remuneration. If the General Employee wishes to maintain superannuation contributions at the normal Full-time rate, approval must be sought from the Employer.

#### 44.7 Leave Must be Used

44.7.1 When making an application to participate in a scheme, the General Employee must submit a plan for the taking of the leave. All eight weeks' leave must be taken during the 12 month period for which approval to participate in the scheme has been given. The option to take the eight weeks leave as one continuous block may be available, depending on the needs of the department and approval of the Employer. If the submitted plan is not being adhered to, a General Employee may be directed to use any outstanding purchased leave during the year of the active scheme.

44.7.2 The taking of the leave shall be in accordance with the requirements of subclause 28.1 Annual Leave.

44.7.3 Annual leave loading as provided in subclause 28.2 is not payable on purchased leave.

#### 44.8 Completion of a Scheme

At the end of the 12 month period, the General Employee shall revert to normal Full-time conditions unless a further application is lodged and approved.

#### 44.9 Termination of Employment Prior to Completion of a Scheme

A General Employee whose employment terminates prior to completion of a scheme shall be paid for the unexpired period of leave relating to the scheme at the appropriate 48/52 Remuneration rate.

The employer must ensure that:

44.10 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters in sub-clause (2); and

44.10.1 the arrangement is genuinely agreed to by the employer and the employee.

- 44.10.2 agreement to a flexibility arrangement will not be a precondition for employment, reclassification or promotion.
  - 44.10.3 the employee 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 2009.
  - 44.10.4 the employee and their representative must have at least three (3) working days to consider the proposal.
- 44.11 The employer must ensure that the terms of the individual flexibility arrangement:
- 44.11.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
  - 44.11.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - 44.11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 44.12 The employer must ensure that the individual flexibility arrangement:
- 44.12.1 is in writing; and
  - 44.12.2 includes the name of the employer and of the employee; and
  - 44.12.3 is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 44.12.4 includes details of:
    - 44.12.4.1 the terms of the collective agreement that will be varied by the arrangement; and
    - 44.12.4.2 how the arrangement will vary the effect of the terms; and
    - 44.12.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - 44.12.4.4 states the day on which the arrangement commences.
- 44.13 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to, and keep the agreement as a time and wages record.
- 44.14 The employer or employee may terminate the individual flexibility arrangement:
- 44.14.1 by giving no less than 28 days written notice to the other party to the arrangement; or
  - 44.14.2 if the employer and employee agree in writing – at any time.



44.15 The employer will report annually to the NTEU the number and type of flexibility arrangements that are made in accordance with this clause, together with the classification level and gender of the applicants.

#### **45 INSTITUTE "SIGN-ON" PAYMENT**

An additional Institute "Sign-on" payment will be made to all employees who are covered by the HFI – EBA and employed by the Howard Florey Institute as at 1 January 2013 and still employed when the payments are due to be made.

The payment will be made in two parts:

- Part 1: \$700 to be paid in first pay of January 2014
- Part 2: \$400 to be paid in first pay of January 2015

The above payments will include superannuation and are paid on a pro-rata basis for part-time employees to be calculated on their base hours at the time of payment.

## **SCHEDULE 1**

### **AWARDS**

This Agreement incorporates the terms of the following Awards with respect to all allowable matters:

1. The Higher Education Workers Victoria Award 2005.
2. Universities and Affiliated Institutions Academic Research Salaries (Victoria and Western Australia) Award 1989.
3. Tertiary Education Superannuation Scheme (TESS) - Superannuation Award 1988.

## SCHEDULE 2

### SALARY SCALES 2014 - 2017

|                                                   |          | 1-Jan-14 | 1-Jan-15 | 1-Jan-16 | 1-Jan-17 |
|---------------------------------------------------|----------|----------|----------|----------|----------|
|                                                   |          | 3%       | 3%       | 3%       | 3%       |
| <b>Research Staff Classification Level</b>        |          |          |          |          |          |
| LEVEL E - SENIOR PRINCIPAL RESEARCH FELLOW        | SPRF     | 154,563  | 159,199  | 163,975  | 168,895  |
| LEVEL D - PRINCIPAL RESEARCH FELLOW 4             | PRF4     | 132,186  | 136,152  | 140,236  | 144,443  |
| LEVEL D - PRINCIPAL RESEARCH FELLOW 3             | PRF3     | 128,121  | 131,964  | 135,923  | 140,001  |
| LEVEL D - PRINCIPAL RESEARCH FELLOW 2             | PRF2     | 124,053  | 127,775  | 131,608  | 135,556  |
| LEVEL D - PRINCIPAL RESEARCH FELLOW 1             | PRF1     | 119,987  | 123,586  | 127,294  | 131,113  |
| LEVEL C - SENIOR RESEARCH FELLOW 6                | SRF-6    | 114,903  | 118,350  | 121,900  | 125,557  |
| LEVEL C - SENIOR RESEARCH FELLOW 5                | SRF5     | 111,848  | 115,203  | 118,659  | 122,219  |
| LEVEL C - SENIOR RESEARCH FELLOW 4                | SRF4     | 108,804  | 112,068  | 115,430  | 118,893  |
| LEVEL C - SENIOR RESEARCH FELLOW 3                | SRF3     | 105,752  | 108,924  | 112,192  | 115,558  |
| LEVEL C - SENIOR RESEARCH FELLOW 2                | SRF2     | 102,701  | 105,783  | 108,956  | 112,225  |
| LEVEL C - SENIOR RESEARCH FELLOW 1                | SRF1     | 99,649   | 102,639  | 105,718  | 108,889  |
| LEVEL B - SENIOR RESEARCH OFFICER 6               | SRO6/RF3 | 96,601   | 99,499   | 102,484  | 105,559  |
| LEVEL B - SENIOR RESEARCH OFFICER 5               | SRO5/RF2 | 93,549   | 96,356   | 99,246   | 102,224  |
| LEVEL B - SENIOR RESEARCH OFFICER 4               | SRO4/RF1 | 90,500   | 93,215   | 96,012   | 98,892   |
| LEVEL B - SENIOR RESEARCH OFFICER 3               | SRO3     | 87,448   | 90,071   | 92,773   | 95,557   |
| LEVEL B - SENIOR RESEARCH OFFICER 2               | SRO2     | 84,399   | 86,931   | 89,539   | 92,225   |
| LEVEL B - SENIOR RESEARCH OFFICER 1               | SRO1     | 81,346   | 83,786   | 86,300   | 88,888   |
| LEVEL A - RESEARCH ASSISTANT 8/RESEARCH OFFICER 3 | RA8/RO3  | 77,280   | 79,599   | 81,987   | 84,446   |
| LEVEL A - RESEARCH ASSISTANT 7/RESEARCH OFFICER 2 | RA7/RO2  | 74,635   | 76,874   | 79,181   | 81,556   |
| LEVEL A - RESEARCH ASSISTANT 6/RESEARCH OFFICER 1 | RA6/RO1  | 71,992   | 74,151   | 76,376   | 78,667   |
| LEVEL A - RESEARCH ASSISTANT 5                    | RA5      | 69,348   | 71,428   | 73,571   | 75,778   |
| LEVEL A - RESEARCH ASSISTANT 4                    | RA4      | 66,704   | 68,705   | 70,766   | 72,889   |
| LEVEL A - RESEARCH ASSISTANT 3                    | RA3      | 63,449   | 65,353   | 67,313   | 69,333   |
| LEVEL A - RESEARCH ASSISTANT 2                    | RA2      | 60,194   | 62,000   | 63,860   | 65,776   |
| LEVEL A - RESEARCH ASSISTANT 1                    | RA1      | 56,945   | 58,653   | 60,413   | 62,225   |

| <b>General Staff Classification Level</b> |         | 1-Jan-14 | 1-Jan-15 | 1-Jan-16 | 1-Jan-17 |
|-------------------------------------------|---------|----------|----------|----------|----------|
| Higher Education Worker Level 1           | HEW 1-1 | 39,985   | 41,185   | 42,420   | 43,693   |
| Higher Education Worker Level 1           | HEW 1-2 | 40,783   | 42,007   | 43,267   | 44,565   |
| Higher Education Worker Level 1           | HEW 1-3 | 41,601   | 42,849   | 44,135   | 45,459   |
| Higher Education Worker Level 2           | HEW 2-1 | 43,389   | 44,690   | 46,031   | 47,412   |
| Higher Education Worker Level 2           | HEW 2-2 | 44,257   | 45,584   | 46,952   | 48,360   |
| Higher Education Worker Level 2           | HEW 2-3 | 45,141   | 46,496   | 47,890   | 49,327   |
| Higher Education Worker Level 3           | HEW 3-1 | 45,386   | 46,748   | 48,150   | 49,595   |
| Higher Education Worker Level 3           | HEW 3-2 | 46,293   | 47,682   | 49,113   | 50,586   |
| Higher Education Worker Level 3           | HEW 3-3 | 47,219   | 48,635   | 50,094   | 51,597   |
| Higher Education Worker Level 3           | HEW 3-4 | 48,163   | 49,608   | 51,096   | 52,629   |
| Higher Education Worker Level 3           | HEW 3-5 | 49,127   | 50,601   | 52,119   | 53,683   |
| Higher Education Worker Level 3           | HEW 3-6 | 50,111   | 51,614   | 53,162   | 54,757   |
| Higher Education Worker Level 4           | HEW 4-1 | 52,465   | 54,039   | 55,660   | 57,330   |
| Higher Education Worker Level 4           | HEW 4-2 | 53,515   | 55,120   | 56,774   | 58,477   |

|                                  |          |         |         |         |         |
|----------------------------------|----------|---------|---------|---------|---------|
| Higher Education Worker Level 4  | HEW 4-3  | 54,585  | 56,223  | 57,910  | 59,647  |
| Higher Education Worker Level 4  | HEW 4-4  | 55,679  | 57,350  | 59,070  | 60,842  |
| Higher Education Worker Level 5  | HEW 5-1  | 56,733  | 58,435  | 60,188  | 61,993  |
| Higher Education Worker Level 5  | HEW 5-2  | 57,866  | 59,602  | 61,390  | 63,231  |
| Higher Education Worker Level 5  | HEW 5-3  | 59,021  | 60,792  | 62,615  | 64,494  |
| Higher Education Worker Level 5  | HEW 5-4  | 60,207  | 62,013  | 63,874  | 65,790  |
| Higher Education Worker Level 5  | HEW 5-5  | 61,409  | 63,251  | 65,149  | 67,103  |
| Higher Education Worker Level 5  | HEW 5-6  | 62,640  | 64,519  | 66,455  | 68,448  |
| Higher Education Worker Level 5  | HEW 5-7  | 63,890  | 65,806  | 67,780  | 69,814  |
| Higher Education Worker Level 5  | HEW 5-8  | 65,169  | 67,124  | 69,138  | 71,212  |
| Higher Education Worker Level 6  | HEW 6-1  | 65,808  | 67,782  | 69,815  | 71,910  |
| Higher Education Worker Level 6  | HEW 6-2  | 67,124  | 69,138  | 71,212  | 73,348  |
| Higher Education Worker Level 6  | HEW 6-3  | 68,467  | 70,521  | 72,637  | 74,816  |
| Higher Education Worker Level 6  | HEW 6-4  | 69,840  | 71,935  | 74,093  | 76,316  |
| Higher Education Worker Level 6  | HEW 6-5  | 71,235  | 73,372  | 75,573  | 77,841  |
| Higher Education Worker Level 7  | HEW 7-1  | 72,616  | 74,795  | 77,039  | 79,350  |
| Higher Education Worker Level 7  | HEW 7-2  | 74,068  | 76,290  | 78,579  | 80,936  |
| Higher Education Worker Level 7  | HEW 7-3  | 75,552  | 77,819  | 80,153  | 82,558  |
| Higher Education Worker Level 7  | HEW 7-4  | 77,063  | 79,375  | 81,756  | 84,209  |
| Higher Education Worker Level 7  | HEW 7-5  | 78,604  | 80,962  | 83,391  | 85,893  |
| Higher Education Worker Level 8  | HEW 8-1  | 81,691  | 84,142  | 86,666  | 89,266  |
| Higher Education Worker Level 8  | HEW 8-2  | 83,331  | 85,830  | 88,405  | 91,058  |
| Higher Education Worker Level 8  | HEW 8-3  | 84,997  | 87,547  | 90,174  | 92,879  |
| Higher Education Worker Level 8  | HEW 8-4  | 86,696  | 89,297  | 91,975  | 94,735  |
| Higher Education Worker Level 8  | HEW 8-5  | 88,427  | 91,080  | 93,812  | 96,627  |
| Higher Education Worker Level 9  | HEW 9-1  | 95,314  | 98,174  | 101,119 | 104,153 |
| Higher Education Worker Level 9  | HEW 9-2  | 97,218  | 100,134 | 103,138 | 106,232 |
| Higher Education Worker Level 9  | HEW 9-3  | 99,162  | 102,137 | 105,201 | 108,357 |
| Higher Education Worker Level 10 | HEW 10-1 | 103,630 | 106,739 | 109,941 | 113,239 |
| Higher Education Worker Level 10 | HEW 10-2 | 118,645 | 122,204 | 125,870 | 129,646 |
| Higher Education Worker Level 10 | HEW 10-3 | 129,837 | 133,732 | 137,744 | 141,877 |
| Higher Education Worker Level 10 | HEW 10-4 | 143,268 | 147,566 | 151,993 | 156,553 |
| Higher Education Worker Level 10 | HEW 10-5 | 154,460 | 159,093 | 163,866 | 168,782 |
| Higher Education Worker Level 10 | HEW 10-6 | 168,361 | 173,411 | 178,614 | 183,972 |

| <b>Casual Hourly Rates</b> |       | <b>1-Jan-14</b> | <b>1-Jan-15</b> | <b>1-Jan-16</b> | <b>1-Jan-17</b> |
|----------------------------|-------|-----------------|-----------------|-----------------|-----------------|
| HEW Level 1                | CW 1  | 26.5160         | 27.3114         | 28.1308         | 28.9747         |
| HEW Level 2                | CW 2  | 28.7729         | 29.6361         | 30.5252         | 31.4409         |
| HEW Level 3                | CW 3  | 30.0977         | 31.0006         | 31.9306         | 32.8886         |
| HEW Level 4                | CW 4  | 34.7916         | 35.8353         | 36.9104         | 38.0177         |
| HEW Level 5                | CW 5  | 37.6219         | 38.7506         | 39.9131         | 41.1105         |
| HEW Level 6                | CW 6  | 43.6398         | 44.949          | 46.2975         | 47.6864         |
| HEW Level 7                | CW 7  | 48.1588         | 49.6036         | 51.1091         | 52.6245         |
| HEW Level 8                | CW 8  | 54.1731         | 55.7983         | 57.4723         | 59.1964         |
| HEW Level 9                | CW 9  | 63.2072         | 65.1035         | 67.056          | 69.0683         |
| HEW Level 10               | CW 10 | 68.7214         | 70.7831         | 72.9066         | 75.0938         |

## SCHEDULE 3

### POSITION CLASSIFICATION STANDARDS FOR GENERAL STAFF

Any reference in these classifications to research positions, researcher or research work applies only to research which supports the administrative, technical, professional or research staff functions of the employer and does not include any Employee employed primarily to undertake the teaching and/or research functions of research staff.

#### Definition 1:

#### Supervision

- Close supervision: Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- Routine supervision: Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a Supervisor. Checking is selective rather than constant.
- General direction: Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
- Broad direction: Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### Definition 2:

#### Qualifications

- Year 12: Completion of Year 12 at secondary school.
- Trade certificate: Completion of an apprenticeship, normally of four years duration, or equivalent recognition.
- Post-trade certificate: A course of study over and above a trade certificate and less than an advanced certificate.
- Advanced certificate: A two-year part time post-Year 12 or post-trade certificate course, or a four-year part time course for those who have completed Year 10 only of secondary school.
- Certificate: A two-year full time or four-year part time course, without a Year 12 prerequisite.
- Associate diploma: A two-year full time or four-year part time course with a Year 12 prerequisite.

Degree: A recognised degree from a tertiary institution, often completed in three or four years, and sometimes combined with a one-year diploma.

Postgraduate degree: A recognised postgraduate degree, over and above a degree as defined above.

Note: The above definitions also include equivalent recognised overseas qualifications.

Definition 3: Classification Dimensions

Training level: The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

Occupational equivalent: Occupations typically falling within each proposed classification level.

Task level: The type, complexity and responsibility of tasks typically performed by staff within each proposed classification level.

Organisational: The level of knowledge and awareness of the organisation, its knowledge: structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Judgement, independence & problem solving: Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each proposed classification level.

Typical activities: Activities typically undertaken by staff in different occupations at each of the proposed classification levels.

## Higher Education Worker Level 1

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications:           | <p>Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and Supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required /necessary to enable career path progression.</p> |
| Occupation 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:                                 | <p>Straightforward manual duties or elements of level 2 duties under close supervision and structured on the job training.</p> <p>Some knowledge of materials, i.e. cleaning chemicals and hand tools, may be required.</p> <p>Established procedures exist.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Organisational knowledge:                   | May provide straightforward information to others on building or service locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Judgement, independence and problem solving | Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Typical activities                          | Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Higher Education Worker Level 2

|                                   |                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications: | Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training and experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training. |
| Occupation equivalent:            | Clerk, security patrol officer.                                                                                                                                                                                                                                                             |
| Level of supervision:             | Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).                                                                                                                                                                                          |
| Task level:                       | Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.                                                                                                                                                              |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Organisational knowledge:                    | Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the 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: | <p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>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.</p> |
| Typical activities:                          | <p>Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.</p> <p>Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.</p>                                       |

### **Higher Education Worker Level 3**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications: | <p>Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> <li>• completion of a trades certificate; or</li> <li>• completion of Year 12, with relevant work experience; or</li> <li>• equivalent relevant work experience or combination of relevant experience and education/training.</li> </ul> <p>Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.</p> |
| Occupation equivalent:            | Tradesperson, technical assistant/technical trainees, clerical/secretarial.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Level of supervision:             | In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Task level:                       | Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Organisational knowledge:         | Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



Judgement, independence and problem solving:

Exercise 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, 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 preparation of specimens
- assist with the feeding and care of animals.

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

*In clerical positions:*

Perform a range of clerical support tasks including:

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

#### **Higher Education Worker Level 4**

Training level or qualifications:

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

- completion of an associate diploma level qualification with relevant work experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training.

Occupation equivalent:

Technical officer or technician, clerical/secretarial above Level 3, advanced tradespersons.

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level of supervision:                        | <p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Task level:                                  | <p>May undertake limited creative, planning or design functions to a varied range of different tasks.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Organisational knowledge:                    | <p>Perform tasks/ assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Judgement, independence and problem solving: | <p>In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Typical activities:                          | <p><i>In trades positions:</i></p> <ul style="list-style-type: none"> <li>• work on complex engineering or interconnected electrical circuits</li> <li>• exercise high precision trades skills using various materials and/or specialised techniques.</li> </ul> <p><i>In technical positions:</i></p> <ul style="list-style-type: none"> <li>• develop new equipment to criteria developed and specified by others</li> <li>• 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</li> <li>• demonstrate the use of equipment and prepare reports of a technical nature as directed.</li> </ul> <p><i>In library technician positions:</i></p> <ul style="list-style-type: none"> <li>• undertake copy cataloguing</li> <li>• use a range of bibliographic databases</li> <li>• undertake acquisitions respond to reference inquiries.</li> </ul> |

*In clerical/secretarial positions:*

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

### **Higher Education Worker Level 5**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications: | Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>• completion of a degree without subsequent relevant work experience; or</li><li>• completion of an associate diploma and at least two years subsequent relevant work experience; or</li><li>• completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or</li><li>• an equivalent combination of relevant experience and/or education/training.</li></ul> |
| Occupation equivalent:            | Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.                                                                                                                                                                                                                                                                                                                                                                |
| Level of supervision:             | In professional positions, routine supervision to general direction, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.                                                                                                                                                                                                                                                                                                                                                                                                              |
| Task level:                       | Apply body of broad technical knowledge and experience at a more advanced level than 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, processes and techniques, and how they interact with other related functions.                                                                                                                                                                                                                                                                                                                                                                                                                               |

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 coordinating a team to provide an administrative service.

Typical activities:

*In technical positions:*

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

*In library technician positions:*

Perform at a higher level than Level 4, including

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

*In administrative positions:*

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

*In professional positions and under professional supervision:*

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

## Higher Education Worker Level 6

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications:            | <p>Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"><li>• a degree with subsequent relevant experience; or</li><li>• extensive experience and specialist expertise or broad knowledge in technical or</li><li>• administrative fields; or</li><li>• an equivalent combination of relevant experience and/or education/training.</li></ul> |
| Occupation equivalent:                       | <p>Graduate or professional with subsequent relevant work experience (including a computer systems operator with some experience); line manager; experienced technical specialist and/or technical Supervisor.</p>                                                                                                                                                                                                                                                         |
| Level of supervision:                        | <p>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.</p>                                                                                                                                                                                                                                      |
| Task level:                                  | <p>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.</p>                                                              |
| Organisational knowledge                     | <p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.</p>                                                                                                                                                                   |
| Judgement, independence and problem solving: | <p>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.</p>                                                                                             |

Typical activities:

*In technical positions:*

- manage a teaching or research laboratory or 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 research staff committees, including preparation of agendas, papers, minutes and correspondence
- monitor expenditure against budget in a school or small faculty.

*In professional positions:*

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

## **Higher Education Worker Level 7**

Training level or qualifications:

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

- a degree with at least four years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- librarian, technical manager, senior professional or scientific officer, senior administrator in a small less complex faculty.

Level of supervision:

Broad direction. May manage other administrative, technical and/or professional staff.

Task level:

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

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Organisational knowledge:                    | Detailed knowledge of research staff 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 supervisions 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:                          | <i>In a library</i> , combine specialist expertise and responsibilities for managing a library function; <i>in student services</i> , the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication; <i>in technical manager positions</i> , the management of teaching and research facilities for a department or school; <i>in research positions</i> , acknowledged expertise in a specialised area or a combination of technical management and specialised research. <i>In administrative positions</i> , provide less senior administrative support to relatively small and less complex faculties or equivalent. |

### Higher Education Worker Level 8

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications:            | Persons employed at Level 8 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> <li>• postgraduate qualifications or progress towards postgraduate qualifications and</li> <li>• extensive relevant experience; or</li> <li>• extensive experience and management expertise; or</li> <li>• an equivalent combination of relevant experience and/or education/training.</li> </ul> |
| Occupation equivalent:                       | Senior researcher; manager; senior school or faculty administrator.                                                                                                                                                                                                                                                                                                                                                                                                              |
| Level of supervision:                        | Broad direction. May manage other administrative, technical and/or professional staff.                                                                                                                                                                                                                                                                                                                                                                                           |
| Task level:                                  | Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.                                                                                                                                                                                                                                                               |
| Organisational knowledge:                    | The 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 to schools or faculties requiring integration of a range of employer 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.

### Higher Education Worker Level 9

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

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

Occupation equivalent: Senior researcher; manager; senior school or faculty administrator.

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

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

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

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

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



## Higher Education Worker Level 10

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Training level or qualifications:            | Persons employed at Level 10 or above shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"><li>• proven expertise in the management of significant human and material resources</li><li>• in addition to, in some areas</li><li>• postgraduate qualifications and extensive relevant experience.</li></ul>                                                                                                                                      |
| Occupation equivalent:                       | Senior program, research or administrative manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Level of supervision:                        | Broad direction. Will manage other administrative, technical and/or professional staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Task level:                                  | Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.                                                                                                                                                                                                                                                                                  |
| Organisational knowledge:                    | Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including eternally 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 4**

### **RESEARCH PERSONNEL POSITION DESCRIPTORS**

#### **1. RESEARCH ASSISTANTS: STEPS 1 – 8 (RA1 – 8)**

##### **1.1 General standard**

At the Howard Florey Institute, Research Assistants are appointed within the RA 1-8 scale, with level determined upon the basis of

- Qualifications
- Skills and Experience
- The scope and demands of the incumbent's position

A employee at this Level, under the guidance and direction of more senior research staff, may carry out, or participate in/ and or provide laboratory based support for, experiments, surveys, investigations, analyses, tests, observations, field trials, library and archival searches, or other related activities requiring the application of appropriate academic and research-related skills.

Research Assistants are not usually appointed to conduct independent research although they may be required to work autonomously, and at the more senior levels, assume significant responsibility for laboratory and/or project management.

A Research Assistant is expected to make contributions to the research efforts of the Research Group into which he or she is appointed and to the Institute and to carry out activities to develop his/her research and/or professional expertise relevant to the profession or discipline through the pursuit of defined projects relevant to the particular field of research.

##### **1.2 Qualifications**

A Research Assistant will typically conduct research activities under limited supervision either independently or as a member of a team and will normally have completed to a satisfactory level, a Bachelor of Science or Bachelor of Science (Honours) degree. The higher the classification level, normally the higher the level of autonomy assumed.

The entry level for a new BSc Graduate within HFI is Research Assistant Level 1. This classification assumes an undergraduate degree qualification without formal work experience. It is assumed, however, that the individual will have gained a reasonable level of skill and experience in laboratory techniques via their tertiary studies.

A new graduate with a Science (Honours) or Science (Masters) degree, but no paid work experience would normally be classified at the level of RA2.

Progression through Steps 1 – 8 is to be determined in accordance with the classification procedures specified elsewhere in the Enterprise Agreement. As a minimum, however, it is normally assumed that, a Research Assistant will have at least three years full-time post-BSc or BSc (Honours) qualification experience before being placed at Level A Step 4 (RA4).

### **1.3 Specific duties required of a Research Assistant (RA1 – 8)**

A Research Assistant will normally work under the supervision of a more senior employee (eg Research Officer or higher), with the expectation of an increasing degree of autonomy and skill specialization as he or she gains skills and experience: and provided that this occurs as appropriate to their Research Group requirements. A Research Assistant may supervise and/or students, technical staff or more junior research assistants, and may be listed as co-author on publications resulting from research activities to which he or she has contributed (in accordance with NHMRC guidelines).

He or she will undertake administration primarily relating to his or her activities at the Institute. Such administration would normally be assumed to relate to laboratory, experimental and consumable management.

Specific duties required of a Level A researcher (RA1 – RA8) may include:

- The conduct of research activities under limited supervision either as a member of a team, or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers, reports and/or publications from that research.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Limited administrative functions primarily connected with the area of research and/or laboratory maintenance.
- Occasional contributions to teaching/training of other laboratory members in relation to his/her research project(s).
- Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.
- Attendance at meetings associated with research or the work of the Research Group, to which the Employee is connected, and/or Team and/or membership of a limited number of committees.
- Advice within the field of the employee's research to postgraduate students, other research and technical staff.

## **2. RESEARCH OFFICERS STEPS 1 – 3**

### **2.1 General Standard**

A Postdoctoral Research Officer is expected to contribute significantly towards the research effort of the Institute and to develop expertise through the pursuit of projects relevant to the discipline with guidance from senior colleagues.

He or she will work with support, guidance and/or direction from senior research staff and with an increasing degree of autonomy as the Research/Project Officer gains in skill and experience.

At the Howard Florey Institute, Research Assistants are appointed within the RO 1-3 scale, with level determined upon the basis of

- Qualifications
- Skills and Experience
- The scope and demands of the incumbent's position

As a minimum though, a Research Officer would normally possess at least three years' experience as a Post-Doctoral researcher before being placed at the Level of Research Officer Step 3 (RO3).

In the event that an Employee is undertaking a PhD and has recently submitted same, they will not be placed on the classification level of RO1 until such time as their PhD is awarded by the relevant institution (although graduation is not required). Written documentation from the University must be provided to Human Resources ("HR") to this effect. This will not apply if the Employee has already progressed beyond the level of RA6/RO1 on the salary scale as a result of their work as a Research Assistant.

## **2.2 Qualifications and Skills Base**

A Research Officer will normally have completed a doctoral degree, as consistent with NHMRC guidelines.

## **2.3 Specific Duties of a Research Officer (RO1 – RO3)**

Specific duties required of a Research Officer (RO1 – RO3) may include:

- Conduct of research under limited supervision and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- Involvement in professional activities, including contributions such as conferences and seminars in the field of expertise.
- Supervision of students, contributions to teaching and examination of honours and postgraduate theses in the area of research expertise consistent with the conditions of the award.
- Contribution to the research culture of the Research Group and the Institute through membership of relevant committees and contributions to the Group's research outputs.
- Preparation of research and grant proposals.

Again, the levels of skill and autonomy required of the individual are assumed to increase as an individual progresses through the classification levels.

## **3. SENIOR RESEARCH OFFICERS STEPS 1 – 6; RESEARCH FELLOWS STEPS 1 – 3**

Note: In general, appointments to any fellowship based research positions are normally made in accordance with NHMRC guidelines and only for the duration of the external fellowship and/or funding that supports the position. They will be offered on a fixed-term basis until the period of consecutive years of service with the Institute reaches five years duration. From this time onwards, they will be classed as ongoing Employees, although employment will continue to be tied to available fellowship funding.

### **3.1 General Standard**

A Senior Research Officer is expected to make contributions to the Institute and to carry out independent and/or team research within the field in which the appointment is made; to carry out activities to maintain and develop his/her research and/or professional activities relevant to the Research Group, the profession or discipline and to develop research expertise relevant to the discipline. A Senior Research Officer researcher will normally supervise postgraduate research students or projects and be involved in research training.

A Research Fellow will demonstrate a higher level of research independence and innovation, and will demonstrate a significant record of scientific achievement. As the head of a laboratory or research group (within the wider team structure) he or she will undertake independent and/or team research and he/she will make an independent contribution through professional practice and expertise and/or lead the activities of other staff, as appropriate to the Research Group. A Research Fellow will possess a PhD and will normally have experience in research activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities. He or she will be able to demonstrate extensive experience at the level of SRO before achieving appointment via the NHMRC fellowship scheme.

### **3.2 Qualifications**

A Senior Research Officer will have qualifications and/or experience (the equivalent of at least three years' postdoctoral experience) recognised by the institution as appropriate for the relevant research area with evidence of significant postdoctoral outputs. A position at this level will require a doctoral qualification. In determining the appropriate Step of this Level, regard is had to experience in research, experience outside tertiary education, creative achievement, and contributions to the wider discipline.

NOTE: If the SRO does not have his or her own funding, he or she should be working towards this achievement.

A Research Fellow must have a doctoral degree and, usually, the equivalent of at least six years' postdoctoral experience with evidence of significant postdoctoral research outputs. (As evidenced by publication records, conference attendance, student supervision, membership of disciplinary panels, etc).

A researcher at this Level will have their own funding which supports their position and allows for other support (eg Research or Technical assistant salaries, consumables) to be provided.

### **3.3 Specific Duties**

Specific duties required of a Senior Research Officer/Research Fellow may include:

- The conduct of research activities either as a member of a team or independently, and the production of published works in refereed journals, books, conference and seminar papers, reports and other publications from the research.
- Consultation with students and other staff supporting the employee's research and that of others within the Research Group.
- A range of administrative functions the majority of which are connected with the work of the Research Group and the Employee's field of research (eg writing and management of grants, team budget management, performance management of staff).
- Supervision of support research and other technical staff involved in the employee's research or the Research Group's projects.
- Guidance in the research effort of junior members of research staff in the employee's research area.

- Contribution to the preparation, or where appropriate individual preparation, or research proposal submissions to external funding bodies.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Involvement in professional activities including, subject to availability of funds, contributions to and attendance at conferences and seminars in the field of expertise.
- Co-supervision, or where appropriate, supervision, of major Honours or PhD projects and students within the field of the Employee's area of research.
- Contribution to the research culture of the Research Group through attendance at meetings associated with research or the work of the Research Group to which the research is connected, and/or membership of a limited number of committees relevant to the Group's research outputs.

Again, it is noted that the levels of autonomy, independence and intellectual input are considered to increase as an individual progresses incrementally through the classification steps.

#### **4. SENIOR RESEARCH FELLOW STEPS 1 – 6**

Note: In general, appointments to any fellowship based research positions are normally made in accordance with NHMRC guidelines and only for the duration of the external fellowship and/or funding that supports the position. They will be offered on a fixed-term basis until the period of consecutive years of service with the Institute reaches five years duration. From this time onwards, they will be classed as ongoing Employees, although employment will continue to be tied to available fellowship funding.

##### **4.1 General Standard**

A Senior Research Fellow will make significant independent and original contributions to research, which have a significant impact on his or her field of expertise and to the Research Group. He or she is also to play a major role in research and/or professional activities including the exercise of development, leadership and management in the field of expertise.

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

A researcher at this Level will generally be supported by external funding granted to them which supports their position. Such external funding may provide for other support (eg Technical and Research Staff, consumables) to be given to the Senior Research Fellow.

Progression through the Steps within this classification, however, will only occur automatically after the passing of each full calendar year of service *if this is provided for in the external grant*. In any other case, the SRF's progression through the Steps is subject to the classification levels specified within the Salary Schedule of this Enterprise Agreement.

## **4.2 Qualifications**

A Senior Research Fellow will normally have advanced qualifications and recognised significant experience in the relevant area of research. A position at this Level will require a doctoral qualification, achievement and standing recognised externally. In determining the appropriate Step at this Level, regard will be had to experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement. In addition a position at this level will normally require a record of demonstrable professional achievement in the relevant area of research.

A Senior Research Fellow would normally have at least six years postdoctoral experience and a national profile in the relevant research field.

## **4.3 Specific Duties**

Specific duties required of a Senior Research Fellow would normally include:

- Conduct of research independently or as a member or leader of a team and the production of published works in refereed journals, books, conference and seminar papers or the production of creative works.
- The preparation and delivery of materials which promote the activities of the Research Group and their research findings eg Posters, talks and seminars, etc.
- Supervision of major Doctoral or postgraduate research projects within the field of the researcher. Co- or independent supervision of postgraduate students (particularly at Doctoral level) in the area of expertise and examination of postgraduate theses.
- Supervision and performance management of support research and general staff involved in the employee's research. Supervision of research, technical and administrative staff associated with the program.
- Supervision where appropriate of the research of less senior research staff.
- Involvement, where appropriate, in the promotion of research links with outside bodies.
- Significant role in research projects including, where appropriate, leadership of research teams or management of projects (including budgets).
- Responsibility for the oversight of financial management of grants received for research projects.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.
- Occasional contributions to the teaching program within the field of the employee's research.
- Various research-related administrative functions.
- Attendance at meetings associated with research or the work of the Research Group and/or other relevant meetings, and a major role in planning and committee work.
- Responsibility for preparation of research proposal submissions to external funding bodies and successful achievements in the awarding of same.

- Contributions to the research culture of the Research Group through membership of relevant committees and contributions to the Group's research outputs.

## **5. PRINCIPAL RESEARCH FELLOW (ASSOCIATE PROFESSOR)**

Note: In general, appointments to any fellowship based research positions are normally made in accordance with NHMRC guidelines and only for the duration of the external fellowship and/or funding that supports the position. They will be offered on a fixed-term basis until the period of consecutive years of service with the Institute reaches five years duration. From this time onwards, they will be classed as ongoing Employees, although employment will continue to be tied to available fellowship funding.

### **5.1 General Standard**

A Principal Research Fellow is expected to make major original and innovative contributions to his or her field of research, which are recognised as outstanding nationally or internationally.

A PRF will play an outstanding role within both the Institute and his or her discipline and profession in fostering the research activities of others and in research training. He/she will demonstrate leadership qualities and the ability to supervise staff in accordance with the Institute's policies and procedures. Researchers at this level may be appointed in recognition of distinction in their area of research.

A researcher at this level will generally be supported by external funding granted to them which supports their position. Such external funding may provide for other support (eg technical, staff resources, consumables) to be given to the PRF

Progression through the Steps within the PRF classification, however, will only occur automatically after the passing of each full calendar year of service if this is provided for in the external grant. In any other case, the PRF's progression through the Steps is subject to both the HFI salary scales specified in this Enterprise agreement, and as specified with the EB, such incremental progression is subject to funding constraints and the performance of the PRF.

### **5.2 Qualifications**

A Principal Research Fellow will normally have the same skill base as a Senior Research Fellow, but with a greater level of experience. In addition there is a requirement for academic and research excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

The Senior Principal Research Fellow would normally possess at least 10 years of postdoctoral research with a requirement for academic results and a profile of international excellence in the relevant research field recognised by peers.

### **5.3 Specific Duties**

Specific duties required of a Principal Research Fellow would normally include:

- Adherence to the policies and procedures of the Institute, acting as a role model for others.



- The preparation and delivery of materials which promote the activities of the Research Group and their research findings eg lectures posters, talks and seminars, etc.
- Attendance and direction of Research Group meetings.
- A major role in all aspects of major research projects including management and/or leadership of large research projects or teams.
- Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise; membership of disciplinary panels, mentoring of younger scientists, etc.
- Occasional contributions to the teaching program within the field of the employee's research.
- Supervision of postgraduate research projects.
- Higher level research-related administrative function.
- Significant contribution to the discipline in which the research efforts of the employee are undertaken.
- Conduct of independent research activities and a capacity for and performance of research team leadership of a large research team and the production of published works in refereed journals, books, conference and seminar papers, reports and publications from that research team and the production of creative works.
- Supervision of staff (research, administrative and technical) associated with relevant research programs.
- Financial and administrative management of research teams and responsibility for the oversight and financial management of grants.
- Responsibility for the maintenance and renewal of funding in the relevant research area.
- Promotion of research links which enhance the profile of the discipline in the scientific and general community and provide opportunities for the application of research findings.
- Supervision of postgraduate students and their programs (particularly PhD students), examination postgraduate theses and occasional contribution to the design of postgraduate teaching and research programs (where appropriate).
- Contribution to the research policy and management of the Institute.
- Contribution to the research culture of the Institute through membership and chairing of relevant committees and a major role in planning and committee work.

## **6. SENIOR PRINCIPAL RESEARCH FELLOW – PROFESSOR**

Note: In general, appointments to any fellowship based research positions are normally made in accordance with NHMRC guidelines and only for the duration of the external fellowship and/or funding that supports the position. They will be offered on a fixed-term basis until the period of consecutive years of service with the Institute reaches five years duration. From this time onwards, they will be classed as ongoing Employees, although employment will continue to be tied to available fellowship funding.

## **6.1 General Standards**

A Senior Principal Research Fellow 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 and has the capacity to promote research activities at this Level.

An SPRF 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 in their research field within the Institute and within the community, both scholarly and general.

She or he will make a commensurate contribution to the work of the Institute and will demonstrate leadership qualities and the ability to supervise staff in accordance with the Institute's policies and procedures.

A researcher at this Level will generally be supported by external funding granted to them which supports their position. Such external funding may provide for other support (technical, consumables, support staff salaries) to be given to the Level E researcher.

## **6.2 Qualifications**

A Senior Principal Research Fellow will be recognised as a leading authority in the relevant field of research, normally at an international level.

A researcher at this level must have a position of international leadership in his or her field of expertise and a distinguished record of research and scholarly contributions as evaluated by peers.

## **6.3 Specific Duties**

Specific duties required of an SPRF may include:

- Management of all aspects of a research group or team within the Institute, including Oversight of staff and students, supervision and financial management of relevant research programs within the Research Group.
- The preparation and delivery of materials which promote the activities of the Research Group and their research findings eg lectures, posters, talks and seminars, etc.
- Developing policy and being involved in administrative matters within the Research Group/Team or other comparable organisational unit and within the Institute.
- Participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.
- Provision of a continuing high level of personal commitment to, and distinguished achievement in, a particular area of research or scholarship.
- Fostering the research of other groups and individuals within the Research Group and, more broadly, within the Institute and the discipline.
- Preparation of research proposal submissions to external bodies and success in obtaining grant support.

- The conduct of independent research activities in which the employee may provide leadership within a team and the preparation of conference and seminar papers, reports and publications from that research.
- Participating in community and professional activities related to a particular disciplinary area, including involvement in commercial and industrial sectors where appropriate.
- Occasional contribution to the teaching program in the field of the employee's research.
- Attendance at meetings associated with research or the work of the Research Group to which the research is connected, and/or other relevant meetings, and a major role in planning and committee work.
- Development of research policy and contributions to the strategic planning of the Institute's research program.
- Establishment of research links between the Institute and external bodies, including eminent societies.
- Contribution to the research culture of the Institute through leadership of relevant committees, especially as they relate to research and teaching.

## **SCHEDULE 5**

### **RE-CLASSIFICATION PROCEDURES**

#### **1. POLICY**

- 1.1** All members of the Staff must have a written, agreed and relevant position description which accurately and comprehensively details the role, skills, tasks and responsibilities of their job. If agreement cannot be reached between the incumbent and Supervisor(s) the procedure in Clause 3 of this Schedule is to be adopted. In some cases Staff may have a member of the research staff as a Supervisor, in which case any consultation about the Position Description should include them.
- 1.2** The policy and procedures herein for re-classifying staff positions is based on the policies, and procedures, currently in force at the Institute. Reclassification would normally be considered to be part of the Performance Management Program.

#### **2. PROCEDURES**

- 2.1** The re-classification process has four stages:

- Job analysis
- Evaluation and classification
- Implementation
- Appeal

##### **2.2 Job Analysis**

**2.2.1** Job analysis is the most important stage of the process. It is here that the job role is clarified and documented. Job analysis determines the knowledge and skill requirements of the job along with the duties and key responsibilities. Analysis can include an inspection of the work site and consultation with the member of Staff and/or Supervisor by a nominee of the Director. The output of this stage is a well-written and agreed position description, which details the role, skills, tasks and responsibilities of the job.

**2.2.2** The position description provides the information which enables the particular job to be evaluated by comparison with narrative classification standards, which are found in the relevant Award(s).

##### **2.3 Evaluation and Re-classification Responsibility**

**2.3.1** The responsibility for undertaking evaluation and re-classification is that of the Institute's Staff Re-classification Panel, the membership of which is:

- (i) The Chief Operating Officer of the Howard Florey Institute or such other nominee of the Director.
- (ii) A representative of the NTEU.
- (iii) A chairperson agreed by the Director of the Institute and the NTEU.

**2.3.2** The manager or Supervisor(s) of the applicant must not be a member of the Panel.

**2.3.3** Wherever practical to do so, gender balance must be maintained on the Panel.

## **2.4 Implementation**

**2.4.1** An individual (the "applicant") who considers that the classification of their position is incorrect for whatever reason must first discuss the matter with their Supervisor and if appropriate, the Manager of their section.

**2.4.2** Any Employee has the right to initiate the process for re-classification of their position. The normal process by which to initiate a review of a position's classification is for the Supervisor to forward a letter of recommendation to the Director. The letter should be endorsed by the Team Leader and be accompanied by a written request and verified Position Description from the applicant. The duties and responsibilities required of the particular position must be clearly stated.

**2.4.3** In the event that the normal process cannot be followed the applicant must have the right to submit an application for re-classification to the Director, in the absence of their Supervisor's endorsement.

**2.4.4** Upon receipt of the documents in 2.4.2, the Director must refer the application to the Chairperson of the Institute's Staff Re-classification Panel for recommendation(s) and final decision.

**2.4.5** The Director, upon receiving an application as provided for in section 2.4.3, must refer same to the applicant's Supervisor for comment and referral to the Panel, within 7 working days of receipt.

**2.4.6** Within 14 days of receipt of the agreed documentation, the Chairperson must notify the applicant and their Supervisor of the date on which the Panel will convene.

**2.4.7** The Panel must have the right to regulate its own proceedings and must adhere to the principles of natural justice in the conduct of those proceedings.

**2.4.8** The Panel upon being convened, should evaluate the data in support of the application for re-classification by:

- (a) Undertaking all and any necessary enquires, which may include a physical inspection of the workplace and discussions with all relevant members of staff (including the applicant).
- (b) Applying the Position Classification standards contained in this Agreement and then classifying the position accordingly.

**2.4.9** A report should be made by the Chairperson of the Panel to the Director no later than 14 days from the date of the Panel's meeting, setting out:

- (i) The Panel's recommendations in respect of the application.

(ii) The reasons for the Panel's recommendations.

**2.4.10** After consideration of the Panel's report the Director must notify the applicant and their Supervisor of the decision. The notification must be given within 21 days of the Panel delivering its report to the Director. The Director must advise the applicant whether the Panel's recommendations has been accepted or rejected and the reasons for the decision.

## **2.5 Appeal**

**2.5.1** If an applicant is dissatisfied with the recommendations of the Staff Reclassification Panel and/or the decision of the Director concerning their application for re-classification, the matter should be referred in writing by the applicant to an independent conciliator as provided for in the grievance process detailed in this Agreement.

**2.5.2** The decision of the Independent Conciliator shall be final and binding on all parties.

## **3. APPEAL/REVIEW**

In the event of an Employee and their Supervisor being unable to agree upon the details of the job description, the following process must be followed:

**3.1** Within five working days of a request for assistance being made to either the Chief Operating Officer and/or the relevant union, the matter in contention is to be discussed between the Employee, the Supervisor and the relevant person(s) indicated above.

**3.2** The Employee may seek such assistance as required from within the Institute to clarify the matter within those five working days.

**3.3** If the matter is still unresolved, the matter is to be determined by a committee comprising:

- the position incumbent
- the Supervisor, and
- chaired by the Director (or nominee).

If it comes to a vote, the Director, or nominee, has the casting vote.

**3.4** The process will be informal and with the emphasis on a speedy and consensual outcome.

## SCHEDULE 6

### SALARY PACKAGING ARRANGEMENTS

1. Salary packaging is available to Eligible Employees only, who are defined in Clause 35.
2. An Eligible Employee may elect to package up to the maximum allowable level.
3. For the Institute's administrative and operational purposes, an Eligible Employee wishing to participate in the Institute's salary packaging scheme shall be charged a fee by the external salary packaging administrator.
4. Eligible Employees on unpaid leave shall normally not be entitled to benefits pursuant to packaging whilst on leave.
5. Eligible Employees on other forms of leave shall be entitled to packaging whilst on leave however alterations to salary packaging arrangements may be required if the employee has this leave approved at half pay.
6. Upon termination of an Eligible Employee's employment, the Eligible Employee shall be required to repay to the Institute any overpayment of remuneration pursuant to salary packaging and such overpayment shall be deducted from any accrued entitlements provided to the Eligible Employee pursuant to this Agreement.
7. The Institute has established a Salary Packaging Policy and Procedures Manual in respect of the administration of salary packaging (which may be amended from time to time) and is available to all Employees upon request.
8. Salary packaging will be offered by the Institute to Eligible Employees in accordance with the terms and conditions of the Salary Packaging Policy and Procedures Manual.
9. All Eligible Employees shall enter an Agreement with the Institute to give effect to the agreed salary package arrangement.
10. (i) The Institute has entered into an Agreement with a salary packaging administrator which will provide an exclusive service to the Institute's Eligible Employees in the establishment and on-going administration of salary packaging.  
(ii) All and any service fees chargeable by the salary packaging administrator in providing the service in 10(i) shall be paid in full by the Eligible Employee.
11. In the event the Employee's personal circumstances change during a remuneration period, the Institute shall re-negotiate and/or discuss with the Eligible Employee their salary packaging arrangement, subject at all times to the Eligible Employee meeting the obligations set out in this Enterprise Agreement, the individual Agreement with the Institute and the Institute's Salary Packaging Policy and Procedures.
12. The following is the list of some items which can be packaged:
  - (i) Extra Superannuation contributions to UniSuper Management Pty Ltd
  - (ii) Motor Vehicle on a novated lease basis, only
  - (iii) General Expenses
    - Mortgage payments (owner-occupied dwellings, only; not investment properties)
    - Property rental payments (own accommodation)
    - School tuition fees

- Registered club membership subscriptions
  - Health insurance premiums
  - Insurance premiums (Home & Contents)
  - Credit card payments (excluding cash withdrawals)
  - Utility accounts
  - Personal loan repayments (non-investment)
- (iv) Otherwise Deductible Benefits
- Professional expenses (memberships of professional bodies, journals, etc)
  - Home working facilities
  - Financial counselling fees
  - Income protection insurance premiums
- (v) Exempt FBT Benefits
- Laptop or Notebook computers (work related)
  - Electronic diaries (work related)
  - Mobile phones (work related expenses)
  - Briefcases
  - Airport lounge memberships
  - Computer software (work related)



**SCHEDULE 7**

**SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of the

NATIONAL TERTIARY EDUCATION INDUSTRY UNION: (ABN 38 579 396 344)  
120 Clarendon Street, Southbank, VIC, 3006

Name: Grahame McCulloch

Signature: 


in the presence of Renee Veal

Date 5 December 2013

HOWARD FLOREY INSTITUTE: (ABN 58 124 316 310)  
Level 5, Melbourne Brain Centre, Genetics Lane, Royal Parade, Parkville, VIC, 3010

**Chief Operating Officer**

Name: Gary Gray

Signature: 

in the presence of Rodi Neri

Date 5 December 3013

7 January 2014

Fair Work Commission  
11 Exhibition Street  
Melbourne, Victoria, 3000

Dear Commissioner Bissett,

**Subject: Application for approval of the Howard Florey Institute Union Enterprise Agreement 2014 – 2017**

In relation to matter number: AG2013/12197 for hearing listed 12.00pm, Wednesday 8 January 2014 I wish to confirm that the Institute undertakes to meet the requirements of the National Employment Standards where an employee with one completed year of service will be entitled to 4 weeks redundancy pay.

Yours faithfully



**Geoffrey A Donnan AO**  
MBBS MD FRACP FRCP (Edin)  
Director

993 Drummond Street, Carlton North, Victoria, 3054