

IN THE FAIR WORK COMMISSION

Fair Work Act 2009

s.156 - Four Yearly Review of Modern Awards - Education Group

HIGHER EDUCATION INDUSTRY - ACADEMIC STAFF - AWARD 2010 (AM 2014/229) and HIGHER EDUCATION INDUSTRY - GENERAL STAFF - AWARD 2010 (AM 2014/230)

WITNESS STATEMENT OF ANDREW PICOULEAU

I **ANDREW PICOULEAU** of Monash University, care of 211 Wellington Road, Mulgrave, in the State of Victoria, Industrial Relations Consultant, STATE as follows:

1. I am an Industrial Relations Consultant, consulting in the higher education sector and I presently consult at Monash University (**Monash**) and to other organisations.
2. I make this statement in respect of claims made by the National Tertiary Education Union (**NTEU**) on 11 March 2016 for proposed variations to the Higher Education Industry - General Staff - Award 2010 (**General Staff Award**) and the Higher Education Industry - Academic Staff - Award 2010 (**Academic Award**).
3. I have been provided with a copy of the NTEU submissions. The matters set out in this statement respond specifically to the following parts of the NTEU submissions:
 - (a) Part A and the proposed variation to include a new clause 22 - Hours of Work in the Academic Work which seeks lengthy and detailed regulation of hours and overtime payments for Academic work for academic staff (**Academic Hours of Work Claim**);
 - (b) Part B and the proposed variation to provide casual academic staff with:
 - (i) a payment for "Policy familiarisation" (**Reading Policies Claim**);
 - (ii) a payment to "maintain currency in the employee's discipline and relevant pedagogy" (**Discipline Currency Claim**);
 - (c) Part D and, particularly, the proposed variations sought in relation to the "PhD point" and the inclusion of an additional description in the casual rates of pay regarding "full subject coordination duties" (**Subject Coordination Claim**);
 - (d) proposed variations to the General Staff Award to provide for overtime and TOIL, including to amend clause 23 - Overtime in the General Staff Award (**GS Overtime Claim**); and

(e) Part J and the proposed variation to provide both academic and professional staff with an Information Technology Allowance, namely, reimbursement with respect to the "*actual costs incurred, up to the value of the monthly subscription cost of the cheapest service package...*" for using ICT facilities when workers are required to use their own telephone, mobile, email and internet to perform work (**ICT Allowance Claim**).

4. I make this statement in support of the position of the Group of Eight Universities (**Go8**), which comprises the University of Western Australia, University of Adelaide, University of Melbourne, Monash University, Australian National University, University of New South Wales, University of Sydney and University of Queensland. The Go8 are recognised as research intensive Universities.

My Employment Background and Experience

5. I retired from full time employment on 31 December 2015 following 16 years employment at Monash.

6. Prior to my retirement, I was employed by Monash in the role of Deputy Executive Director, Monash HR and Director Workplace Relations. I held that role since 2010. I had approximately 20 direct reports in the Monash HR division at the time. The team that I managed was referred to as the Workplace Relations Branch. Prior to my role as Deputy Executive Director - Monash HR, I was employed as Director - Workplace Relations and held that role, or equivalent roles, since 1999 when I commenced employment at Monash.

7. My duties as Deputy Executive Director, Monash HR and Director Workplace Relations included carrying out my delegated authority to ensure Monash's compliance with obligations as an employer under legislation and industrial instruments, overseeing the operation of Monash's enterprise agreements and various related human resources processes and case management.

8. In addition to my direct knowledge of Monash, I also have a general familiarity with the operational and HR issues across the sector. I was a regular participant in the Go8 HR Directors forum, which regularly meets and shares information concerning human resources and industrial matters affecting the sector. I also had regular ongoing communications with representatives of other Universities in relation to industrial relations and employment matters.

9. Prior to my employment with Monash:

(a) I was employed from 1987 to 1990 with the Commonwealth Department of Industrial Relations;

- (b) Between 1990 and 1995 I was an Industrial Officer with the Australian Higher Education Industrial Association (**AHEIA**) which is the employer representative body for universities. At that time, all of the public universities were members of the AHEIA; and
- (c) between 1995 and 1999 I had various roles with the Commonwealth and State public service and with other higher education employers.

10. Based upon the above matters and my experience in the sector, I have a sound and deep understanding of industrial relations issues and practices within the Higher Education sector, particularly at Monash and other Go8 Universities.

NTEU Claims in Bargaining

11. In the Higher Education sector, all of the public universities have in place enterprise agreements that are "closed and comprehensive". The universities and the relevant Unions, predominantly the NTEU, have negotiated those enterprise agreements in a series of rounds since the mid-1990s. During my period of employment at Monash, the University has negotiated the following enterprise agreements:
- (a) Monash University Enterprise Agreement Academic and General Staff 2000;
 - (b) Monash University Enterprise Agreement (Academic and General Staff) 2005;
 - (c) Monash University Enterprise Agreement (Academic and General Staff) 2009 (**2009 Agreement**); and.
 - (d) Monash University Enterprise Agreement (Academic and Professional Staff) 2014 (**2014 Monash EA**), which is attached to this statement and marked "**AP1**".
12. Part of my role as Deputy Executive Director, Monash HR and Director Workplace Relations was to oversee and advise in relation to enterprise bargaining. I was the head of the Monash enterprise bargaining negotiation team for all of the enterprise agreements that operated during my time at Monash, which included attendance at bargaining meetings with that team on behalf of Monash.
13. During the various rounds of enterprise bargaining, the NTEU have pursued a range of claims in relation to both academic and general/professional staff employment. These matters have been negotiated based upon the merits of the particular claim. In a practical sense, the enterprise bargaining has generally proceeded taking into account the previous enterprise bargaining agreement, institutional issues and staff feedback and also having regard to industrial outcomes in other enterprise bargaining agreements in the sector.

14. The underlying awards and the provisions in them have supported the successful conclusion of multiple rounds of enterprise agreements across all of the Universities in the sector. This includes at least one, and in a number of cases, two enterprise agreements that have been successfully negotiated for each University since the modern awards commenced on 1 January 2010.
15. Many of the claims currently being sought by the NTEU for variation to both the Academic Staff Award and the General Staff Award have been made by the NTEU in enterprise bargaining, and have been the subject of negotiations, with Monash in the past. For example:
 - (a) There have been a series of claims for increased terms and allowances for casual academic staff. As an example, the NTEU log of claims for the 2009 Agreement included a claim in relation to casual employees and, more specifically a claim for *"a significant improvement in casual academic pay, including pay for all duties performed and hours worked"* and *"improved facilities and, where appropriate, necessary allowances"*. The outcome of this claim was the inclusion of a clause in relation to a half-day (4 hours) paid induction for Teaching Associate Staff, which has been retained in the 2014 Monash EA at clause 16.18.
 - (b) A number of claims in relation to provisions concerning the allocation of academic work, with the first claims being made in 2003. The NTEU log of claims for the 2014 Monash EA included a claim for the regulation of academic hours of work. This claim and the other earlier claims were the subject of negotiation leading to agreed outcomes which are now included in the current 2014 Monash EA. However, the award academic hours of work clause now sought differs very significantly from what was pursued by the NTEU and agreed in any bargaining.
 - (c) The NTEU log of claims for the bargaining that lead to the 2014 Monash EA also included a claim that the University take reasonable steps to ensure that professional staff employees are not working ordinary hours in excess of the ordinary hours of work except where they are receiving appropriate overtime. The outcome of this claim was the inclusion of clause 65.2 in the 2014 Monash EA.

A copy of the relevant NTEU Log of Claims since 2003 are attached to this statement and marked "**AP-2**". Similar claims were made at most universities across the sector as the NTEU coordinated bargaining centrally and had many common claims and logs of claims across the sector.

Academic Hours of Work Claim

Nature of Academic Work

16. In relation to academics and academic work, academic work is traditionally considered to include teaching and related activities, research and service. Academic work is characterised by a very high degree of autonomy, significant self-directed work and significant freedom as to how academics pursue research, including the type of research that they pursue and the times, locations and manner in which it is performed, as well as other activities that they undertake outside of allocated teaching. This reflects both the skilled and professional nature of academic work and the nature of research and academic employment generally.
17. In relation to industrial regulation, academic staff have always been paid an annual salary, have never had set hours of work, are not required to record their time or "clock on and clock off" and in substance, outside of allocated teaching duties and some limited service requirements such as attendance at meetings or as directed, have freedom as to whether they attend the University and how they undertake their academic duties.

Industrial Regulation of Academic Hours of Work and Salaries

18. To the best of my knowledge, there was no award regulation in Australia for academic conditions of employment in Universities, either at the Federal or State level until the making of the *Australian Universities Academic and Relations Staff (Salaries) Award 1987* (Print G6954) (**Academic Salaries Award**). The Academic Salaries Award, was made on 11 May 1987 and it established industrial regulation for academic salary rates which were already in place through determinations of an independent Academic Salaries Tribunal. The salary rates in the Academic Salaries Award, in subsequent replacement awards throughout the 1990s and 2000s and under the modern award were, and remain, annual salaries payable for all work undertaken by academic staff. They are based upon performance of the whole of the employment, and are not based upon a notion of working particular hours or "ordinary hours of work" or similar. Staff were and are entitled to the annual salary irrespective of the work performed and hours worked.
19. Prior to the Academic Salaries Award, terms and conditions of employment for academics were regulated at the university level and, to the best of my knowledge, there were no Universities that regulated hours of work for academic staff.

Regulation of Academic Workloads

20. As referred to above, Monash and the NTEU have successfully negotiated provisions regarding the allocation of academic work and academic workloads since 2004. Clause 59 of the 2014 Monash EA is the current clause regarding these matters.

21. There are different types of workload model clauses across the sector. However, in the broad, consistent with the clause in the 2014 Monash EA regarding academic workloads, most of the academic workload clauses in the sector are based upon:
- (a) a number of matters which can accommodate the nature and diversity of academic work and take into account the individual circumstances of each academic;
 - (b) each academic unit or disciplinary area establishing some guidelines or "model" which guides the allocation of academic work;
 - (c) the actual allocation of work is on an individual basis and takes into account a number of factors including the activities of the staff member and the required activities of the relevant unit;
 - (d) do not contain prescriptive regulation about research and are in the nature of broad guidelines with a more detailed focus on the allocation of teaching and associated activities as a proportion or percentage of a notional number of annual hours; and
 - (e) a process for staff to seek a review of, or otherwise dispute, a workload allocation, including on the basis that their workload allocation is unreasonable or excessive.
22. In relation to Monash, clauses 59.17 to 59.19 of the 2014 Monash EA identifies a number of factors to be taken into account in determining unreasonable workloads or hours of work of academic staff and provides access to a Faculty Board of Review should there be concerns about the nature or extent of the academic workload.
23. Based upon my direct knowledge as Director, Workplace Relations and based on the records held by the workplace relations team, the number of requests for review of workloads were very limited. Since 2010 there have been 5 requests for review up to 31 December 2015 (only 2 of which involved a Faculty Board of Review being convened).

NTEU Proposed Clause

24. The adoption of the Academic Hours of Work Claim by the NTEU would result in industrial regulation which does not reflect the existing (or historical) industrial regulation in the sector or practices in the sector.
25. The NTEU clause does not reflect the existing regulation of academic hours of work within the higher education sector, introducing concepts such as "required work", "ascertained hours" "ordinary hours workload", recording and monitoring of staff hours, introducing overtime payments and distinguishing between "self-directed work" and discretionary effort.

26. Given the nature of academia, the nature of academic work and the matters I refer to above, the concept of recording non-teaching hours, prescriptive regulation of research and payments of overtime has never been raised nor formed part of the regulation of academic employment and has never been considered by any party as appropriate or relevant.
27. The NTEU clause would be ill-suited to the nature of academic work and would effectively be impossible to police and enforce in the absence of recording academic time and directing academic work including restricting research work to limit additional labour costs. The approach is fundamentally inconsistent with academic culture and the relationship of trust and autonomy that exists between universities and their academic staff.
28. Clause 22.1(b) of the NTEU's proposed clause defines "required work" as meaning:
- (i) the "specific duties and work allocated to an employee"; and
 - (ii) "any work necessary to meet performance standards expected of the employee"; and
 - (iii) "any work necessary to achieve promotion expectations of the employer applicable to that employee".
29. There are a number of issues with this concept of "required work" including that:
- (a) consistent with the nature of academic work as described above, other than in respect of allocated teaching duties, universities do not allocate specific research duties or work to academic staff members;
 - (b) while academic performance expectations are promulgated at a number of universities, the concept of "work necessary to meet [those] standards" as a basis for determining hours is flawed in a number of ways:
 - (i) the standards were promulgated in recognition that many staff had produced little or no research output and, in that context, the standards were developed to provide guidance as to the types of outputs that staff should be seeking to achieve, which can then form the basis of discussions about what the staff member should focus on to improve their research performance;
 - (ii) the standards for research are generally expressed in outputs over a lengthy period of time (for example to produce 2 x A publications over a three year period) and do not necessarily equate to a particular time in a year;

- (iii) the activities that led to the research outputs themselves will often be complex and are performed over lengthy periods. To attempt to describe or regulate them by reference to a concept of ordinary working hours is highly problematic;
 - (iv) the standards are high level and do not determine what research activities the staff member undertakes or how they will undertake them to produce a particular paper, pursue external funding or achieve an output. Consequently, the activities determined by the staff member to achieve the expected research output can vary enormously. Therefore, the time undertaken or expected to be undertaken can also vary enormously;
- (c) "Required work" is also defined to include not only the allocated work and what the staff member determines as "necessary to meet performance expectations", but also work that is considered to be "necessary to achieve promotion". This is also flawed:
- (i) to satisfactorily perform their role at their level, the academic is not required to achieve promotion;
 - (ii) in addition to there not being any requirement that staff apply for or achieve promotion, promotion is primarily related to the academic standing (both domestically and internationally) of the academic staff member within their particular discipline area rather than the performance of particular activities or duties;
- (d) it is also unclear who determines what is "necessary" in (i) and (ii) of the definition.

30. Clauses 22.5 and 22.6 of the NTEU's proposed clause provides as follows:

- "22.5** *This sub-clause applies where the actual hours are not set and recorded by the employer, and where the required work exceeds ordinary-hours' workload. In this case, the employee shall be paid an overtime loading calculated as follows:*
- a. *The number of hours per week within which employees at the relevant academic level and discipline could with confidence be expected to perform the required work, as allocated to the employee, at a competent and professional level, as averaged across the period of account, shall be ascertained in hours per week ("ascertained hours");*
 - b. *Where the number of ascertained hours under a) is at least 40, no overtime loading shall be paid;*

- c. *Where the number of ascertained hours under a) is at least 40 and less than 44, the overtime loading shall be equal to 1/38ths of the minimum salary applicable to the employee for each whole hour by which the number of those ascertained hours exceeds 38;*
- d. *Where the number of ascertained hours under a) is at least 44, the overtime loading shall be equal to 5/38ths of the minimum salary applicable to the employee, plus 3.947% for each whole additional hour in excess of 43, provided that the rate of overtime loading in respect of hours in excess of 43 shall be capped at the rate applicable to the sixth step of Level C.*

22.6 *An error made in good faith by an employer in ascertaining the number of hours per week, as required by under 22.5 a), does not constitute a breach of this Award, provided the employer has a fair and rigorous system for ascertaining those hours. This sub-clause does not limit the entitlement of employees to any overtime loading."*

- 31. These clauses require Monash (and all other Universities) to:
 - (a) introduce a system to enable Monash to try determine within each academic level and within each of the significant numbers of disciplines for each employee, each year and potentially each semester, what number of hours predicted "with confidence" would be required for the particular work allocated to an employee to be performed at a "competent and professional level"; and
 - (b) adopt a "fair and rigorous system" for ascertaining those hours.
- 32. Again, these concepts are inconsistent with the nature of academic work and the academic freedom and effort brought by academics in relation to their pursuit of academic activities, particularly research and the innovative nature of research. The research activities also evolve and develop over the course of the year.
- 33. Effectively what the clause will require is for a supervisor to say to a staff member that in your particular discipline at your level, a competent and professional academic will perform the particular research activities that you are undertaking within a certain number of hours. Taking into account that academics pursue research in the way that they consider most appropriate, having regard to academic quality, the integrity of the research and at a broad level how they are going to go about answering the particular research question, this is likely to lead to significant resistance and disputation about the validity and reasonableness of any identified number of hours. It would be highly likely that if you asked senior academics in a discipline how long a competent staff member would take to perform the research activities and produce a research paper, for example, you would get varying responses. Some may say 2 weeks and others may say 4 months.

34. Even if the task required by the clause could be conceptually undertaken with any meaningful certainty, in relation to disciplines, to attempt to comply requires that each and every discipline, ranging from Architecture through to Astronomy, be identified and taken into account. This task alone would be significant. Each faculty would have dozens of disciplines and, depending upon how each discipline is characterised, can potentially have significantly more. Larger faculties, such as Arts, Science and Medicine, have a very large number of disciplines. For example, in the Faculty of Arts there are varying and often overlapping disciplines of philosophy, history, literature, gender studies, cultural and media studies, sociology, criminology, anthropology. Each of these disciplines is characterised by specific and distinct techniques and approaches to both research and teaching. The task of designing and agreeing on processes for the establishment of a "fair and rigorous" system for ascertaining the number of hours required by each and every academic staff member in this faculty alone is overwhelming to contemplate, and, on my assessment, arguably unachievable within any reasonable time frame. When this task is extended to encompass the even more disparate research and teaching methodologies in Science, Engineering, Medicine, Fine Arts and so on, the complexity and scope of the proposal becomes truly oppressive .
35. In addition to the modelling and consideration of the activities that would need to be brought to bear in respect of each particular employee and their mix of allocated work activities, the burden of implementing any such "fair and rigorous system" for ascertaining those hours would also be very significant. In addition to the uncertainty as to whether any particular system meets this description to avoid breach of the award, it is difficult to envisage what an effective system would look like and how it could be validated. At the least it would require a senior academic and likely a panel of academics, knowledgeable in the employee's discipline(s) and the particular research and other activities the academic intends to undertake to be able to identify and determine "with confidence" how long a competent staff member would take to perform particular activities. This would need to occur for every staff member at every work allocation. The University simply does not have the senior academic resources available to undertake the significant work that would be required for these assessments. It would necessarily involve redirecting the resources from other required activities and this would not be able to be achieved. It would also add to the workloads of those academic supervisors and impose an additional significant administrative load on both the academic staff and their supervisors. Further, if it was attempted it would divert these important academic resources from other activities of arguably considerably greater public benefit.
36. Taking into account the above matters, to comply with the award clause and avoid breach, in a practical sense would require the University to set hours and record time and would at the least include:
- (a) academic staff being required to record and monitor their own time, including in relation to their research activities;

- (b) some system to enable supervisors to monitor or otherwise validate the self-recorded time; and
- (c) then a determination as to whether the particular activities being performed during that time include only work activities "allocated" by the University or whether it also includes what clause 22.8 of the NTEU's proposed clause refers to as "productive self-directed work".

37. Either approach would in a real world sense be, unworkable. On the basis of my extensive interactions with academic staff and academic managers for over 15 years at Monash, I am very confident that it would be unwelcome and actively resisted by the majority of academic employees. It would involve significant additional costs in terms of both money and time to Monash and its academic staff. This is particularly so in an environment where academic hours of work have never been recorded or monitored in such a way and academic staff have never been entitled to overtime.

Reading Policies Claim and Discipline Currency Claim

Reading Policies Claim

38. In relation to the Reading Policies Claim, as referred to above, the NTEU have made claims in bargaining for improved facilities and allowances for casual academic staff including in relation to policy awareness.
39. This led to an agreement that the NTEU considered was a reasonable provision in the enterprise agreement which provides for a half-day induction for casual academic staff at the "other required academic activity" rate in the 2014 Monash EA, except for Teaching Associate staff previously employed by Monash and/or already provided an equivalent paid induction of three hours or more by Monash. An example of how this clause operates in practice is that the Faculty of Arts provides induction for new sessional staff with payment for 4 hours.
40. In addition to paid induction, there are various significant resources and support available to casual academic staff as and when required and, particularly, if an issue or particular circumstance arises where they need guidance. The resources include obtaining advice and guidance from the staff member's supervisor, HR advisors, both within their faculty and central HR helpline, wellbeing advisors and a range of other persons. Accordingly, whilst casual academic staff are expected to familiarise themselves with particularly important policies and procedures, such as Work Health and Safety and Equal Opportunity policies, they are not expected or required to read and understand all Monash policies and procedures. The large majority of policies and procedures are available to staff as a reference and would only need to be consulted or referred to by staff if a particular circumstance arose.

Discipline Currency Claim

41. In relation to the Discipline Currency Claim, in the engagement of sessional staff, Monash engages those persons who have the relevant skills, knowledge and expertise to undertake the particular activity that the sessional is being engaged for. The sessional staff member is recruited because they have that relevant expertise, experience and currency in the relevant discipline. This is effectively a condition of the employment or inherent requirement. Discipline currency is not generally something that is developed or maintained over the course of the particular set of tutorials, teaching semester or subjects being taught.
42. The suitability, qualifications, knowledge and experience of a particular person are therefore assessed at the commencement of each teaching period and the basis of the employment is a casual engagement. It is not a continuing teaching and research position and is traditionally not career employment for an academic although it may be a stepping stone to such a career. Sessional employment is a benefit and serves a particular purpose for the University to meet particular needs, generally teaching tutorials, and from the perspective of the academics provide a particular form of flexible employment. It is intrinsically about using people who are currently available and appropriate and have the necessary skills and expertise and knowledge in the discipline in the same way as the engagement of any skilled, licensed or particularly qualified casual employee. In that context, the responsibility to hold a particular level of expertise or to maintain a particular level of currency is the responsibility of the particular individual.
43. The casual sessional staff engaged by Monash represent a very diverse group of individual with different circumstances, including PhD and other post-graduate students, persons who already hold PhD, industry professionals, industry experts, persons who hold multiple part-time or casual teaching jobs, persons who have a primary occupation elsewhere or are self-employed but perform casual teaching on the side, retirees, etc. Significant numbers of casual sessional staff are also concurrently post-graduate students at Monash. Such staff generally will have recent knowledge of the discipline and/or particular course or subject that they are engaged to teach or to conduct tutorials in. A typical example is a post-graduate student in Engineering undertaking a PhD in Mechanical Engineering who is engaged to deliver tutorials in a first year undergraduate Engineering subject.
44. Whilst it is recognised that some of these staff are engaged on a sessional basis for a number of teaching periods over a number of years, this is not the preferred approach of the University. There are a significant number of sessional staff who are not so engaged. Further, there are staff who have multiple sessional engagements across universities and, under the NTEU clause, a particular university is effectively required to fund the academic maintaining their discipline currency to improve their skills, knowledge and currency for utilisation at other university employers.

45. In respect of delivery of a particular tutorial or lecture, the award (and reflected in enterprise agreements) provides for a rate that incorporates not only the hour of delivery but between 1-3 hours additional preparation time and associated activities. The Academic Award also already provides for an "other required academic activity rate" that provides additional remuneration to a sessional academic when they are required to undertake additional associated work.

Potential Cost Impact of the Reading Policies and Disciplinary Currency Claims

46. If Monash was to apply the Reading Policies Claim and the Discipline Currency Claim it would involve a significant increase in costs to the University. Mr Damian Membrey (Payroll Services Manager, Monash), has analysed Monash payroll data and provided me with a memorandum based upon his analysis (**Membrey Memorandum**). A copy of the Membrey Memorandum is attached to this statement and marked "**AP-3**". In summary, the analysis has identified the estimated increase in costs as a result of these claims as follows:

- (a) the additional cost to Monash of the Reading Policies Claim is estimated to be \$1,110,386 for the first year based upon the 2014 Monash EA rates or \$800,813 based upon the award rate (not the PhD rate) in the Academic Staff Award;
- (b) the additional cost to Monash of the Discipline Currency Claim is estimated to be \$1,789,093 per annum based upon the 2014 Monash EA rates or \$1,286,511 based upon the base rate (not the PhD rate) in the Academic Staff Award.

47. These figures are conservatively based on the lower rate (ie. not the PhD rate).

48. Accordingly, the costs to Monash if both the Reading Policies Claim and the Discipline Currency Claim were adopted are in excess of \$2.5 million per annum. Extrapolating across the sector, with 39 Universities in the sector, but noting Monash is one of the larger Universities, I estimate the costs would be approximately \$60 to \$70 million per annum.

49. More generally, increasing the costs of engagement of sessional staff, would likely lead to a reduction in the number of staff that can be employed, given budgetary constraints within the University, leading to diminished job opportunities for staff and a likely increase in teaching workloads for continuing academic staff.

The GS Overtime Claim

Existing Overtime and TOIL Mechanisms

50. In relation to the GS Overtime Claim, as mentioned above, the NTEU sought inclusion of a similar term in the 2014 Monash EA and a version of this was ultimately included by agreement at clause 65.2. This clause provides some guidelines and steps in relation to the management of professional staff workloads and requires the University to take "*reasonable*

positive steps to ensure that professional staff members do not work excessive or unreasonable hours... except where formal arrangements have been entered". This clause further states that "reasonable positive steps will usually and if practicable include" things such as:

- (a) maintenance of an effective system for supervisors to record overtime and time off in lieu (**TOIL**) agreed between the supervisor and the staff member; and
- (b) confirmation between supervisor and staff member prior to any overtime being worked whether there is agreement to TOIL where the staff member is in receipt of a salary not exceeding that prescribed for the top of the scale for Higher Education Worker (HEW) level 7.

51. In addition to clause 65 of the 2014 Monash EA, the 2014 Monash EA (clause 75) also has overtime and TOIL provisions that apply to professional staff and provide, amongst other things, that:

- (a) Monash may require a staff member to work reasonable overtime and payment will be made in accordance with the provisions of the 2014 Monash EA; and
- (b) a staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to certain factors.

52. Further, there are processes and mechanisms in place at Monash to enable its professional staff to claim overtime and/or TOIL in accordance with the provisions of the 2014 Monash EA. For example, Monash has a Remuneration and Benefits - Overtime and time off in lieu (Professional Staff) Policy (**Overtime and TOIL Policy**) which facilitates the operation of these provisions and provides for an effective system for staff and supervisors to record overtime and TOIL. Specifically:

- (a) there is a 'TOIL Record' form that documents overtime worked and agreement to TOIL between the supervisor and staff member prior to any overtime being worked;
- (b) there is an 'Additional Hours/Overtime Time Sheet' to record all other authorised overtime worked that is not recorded as TOIL;
- (c) both the authorised overtime and TOIL records must be approved by the staff member's supervisor and someone with appropriate financial delegation; and
- (d) staff members are encouraged to complete overtime on-line using Monash's Employee Self Service (**ESS**) Timesheets but can otherwise use the relevant forms and submit them electronically to Payroll Services.

53. Copies of the Overtime and TOIL Policy, the TOIL Record and the Additional Hours/Overtime Time Sheet are attached to this statement and marked "**AP-4**".
54. Professional staff that are entitled to overtime and TOIL pursuant to the 2014 Monash EA do use these available mechanisms to claim overtime and TOIL. Based on the Membrey Memorandum, the total amount of overtime paid to professional staff in 2015 was in excess of \$1.6 million and employees who received overtime received an average of \$2,400 for 2015.

ICT Allowance Claim

55. Monash provides a range of ICT facilities and access to those facilities to all staff both academic (including sessional) and professional staff across the University. The ICT facilities and access can vary across and within faculties and administrative units but generally include access to desktop computers, network and internet access including through Wi-Fi, printers, access to computer laboratories and IT faculties in libraries (including out-of-hours). Wi-Fi is also available across the University including in formal teaching spaces and other various locations across the University provided for both students and staff.
56. The provision of ICT and other facilities and services to staff have also been the subject of bargaining claims by the NTEU. For example, in bargaining the University and NTEU agreed to the following in relation to sessional staff:
 - (a) the University will provide Teaching Associate staff with the facilities and resources appropriate to enable the fulfilment of their duties (clause 16.13); and
 - (b) the University will provide Teaching Associate staff (other than those staff employed on an occasional and ad hoc basis) with library cards, out-of-hours access, e-mail accounts, network and intranet access, and inclusion in the University's telephone book and web directory on an equivalent basis as for other academic staff (including during non-teaching periods over the calendar year) (clause 16.15).
57. Staff (including academic staff) are therefore provided the facilities that they need and the access to those facilities required to undertake their duties on campus. It is not necessary for staff to work from home or to buy their own laptops, mobile phones or home internet access for the purposes of performing work. Further, staff are not generally directed to be contactable late at night whether by phone or email. That being said, given the flexibilities associated with academic work and enjoyed by academic staff, many academic staff choose to perform their work at places other than the University, including at home. However, this is a choice made by those individual staff members and is not a requirement of the University nor is it necessary for them to do so.

58. Notwithstanding this, Monash does have a policy in which staff can seek reimbursement for the use of certain IT equipment and communication facilities in certain circumstances. In particular, the Conduct and Compliance Procedure - Provision of University IT Equipment and Communication Facilities to Staff (**IT Equipment Policy**) provides at clause 10 as follows:

"10. Cost reimbursement of telephone rental, call and Internet access

The University will not directly pay telephone rental and call costs on behalf of staff however, staff may make a claim for re-imbusement of business calls and a reasonable proportion of the line rental from the University. With respect to the provision of home Internet access, the University will reimburse staff for the reasonable costs associated with the staff members use of the Internet from home."

59. A copy of the IT Equipment Policy is attached to this statement and marked "**AP-5**".

60. Staff also have the option to salary package ICT equipment for work use in accordance with the Remuneration and Benefits Procedure - Salary Packaging, a copy of which is attached to this statement and marked "**AP-6**." There are many staff that do take up this and salary package either laptops or mobile phones. Based on the Membrey Memorandum, in 2015, a total of \$285,541.09 was salary sacrificed by Monash staff members in respect of laptops and \$167,099.06 was salary sacrificed in relation to mobile phones.

Responses to Other Issues raised by the NTEU

Witness Statement of Professor Phil Andrews

61. I note that in the witness statement of Professor Andrews (filed by the NTEU) at paragraphs 55 to 58, he gives evidence in relation to enterprise bargaining at Monash about academic workloads and his experience as a senior member of the NTEU enterprise bargaining team for the 2009 and 2014 Monash enterprise agreements. I comment in relation to paragraphs 56 and 57 of his statement as follows:

- (a) I agree that academic workloads was a central issue in bargaining; however, it is an unreasonable characterisation to say that Monash management had "vigorously resisted" regulation of workloads. This is evidenced by the matters that were agreed in bargaining in relation to academic workloads, originally in the 2005 enterprise agreement and has subsequently been revisited, refined and supplemented in subsequent enterprise agreements including the most recent 2014 Monash EA;
- (b) at no stage during that bargaining did the NTEU seek the clause in the Academic Hours of Work Claim or a similar clause to which they are now seeking to include in the Academic Staff Award;

- (c) at no stage did the NTEU seek to include any overtime payment or similar conceptual provision for academic staff;
- (d) at no time was there any mention of the award limiting their bargaining position or being an inadequate safety net or precluding successful bargaining in relation to workloads (or any other matter);
- (e) to the extent that paragraph 57 of Professor Andrews' statement suggests that the award provision determines or undermines the outcome in enterprise bargaining, this has not been the experience of bargaining in the Higher Education sector, including at Monash. Bargaining is based upon negotiating the bargaining claims made by each respective party;
- (f) the suggestion that "management have a strong interest in avoiding regulation so that they can continue to allow uncontrolled workload growth" is without any proper foundation. It is not supported by the matters negotiated and agreed with the NTEU as providing a reasonable set of regulation concerning academic workloads, but in a manner that recognises and can be applied to academic work and academic staff in universities. To the extent that in bargaining we resisted elements of the NTEU's claims they are on the basis that the regulation proposed was unreasonable or ill-suited to the regulation of academic workloads.

62. Whilst the NTEU's submissions and material seek to portray a situation where a majority, if not all, academics are significantly overworked and being compelled by their employer to undertake excessive activities and duties, based upon my significant dealings and interactions in the sector and with academic staff across all faculties including high-performing and under-performing academic staff, this is not the case.

63. Whilst there is undoubtedly a cohort of academic staff who spend very significant hours performing academic duties, including pursuing their research (and for many it is their passion and vocation and represents a life's work) there is also a significant cohort of full time academic staff who are effectively paid a significant annual salary to undertake academic activities including research and for whom there is no apparent research output. I spent 15 years assisting academic managers in relation to the management of academic staff and this includes significant cohorts of academic staff who had issues in relation to lack of performance, output and a lack of hours of work performed on behalf of the University.

64. Further, given the nature of academic work and the absence of any meaningful capacity to determine hours in relation to research together with the difficulty to distinguish between self-directed activity undertaken at the behest of the employer and that which the staff member chooses to pursue to advance their career or passion, there is no reliable or accurate information recorded of exactly how many hours of research are being undertaken or required of staff across the sector.

65. Based upon my experience at Monash and discussions with other IR practitioners across the sector, there are staff who, beyond the teaching and teaching-related activities and contact hours that are allocated, perform little or no other academic duties despite being a full time employee.
66. The typical contact hours for teaching and research staff at Monash is an average of 6 to 8 contact hours per week across the 26 week teaching periods (i.e. an average of 3 to 4 hours per week across the year). The maximum contact hours allocated to staff in Monash that I am aware of is in respect of those staff who are in teaching intensive roles and is 14 contact hours per week during the 26 week teaching periods.

Change of "context" to "content"

67. In relation to page 97 to 99 of the NTEU submissions, the NTEU seek the Commission to vary the word "context" and replace it with "content" in the redundancy provisions in the Academic Award on the basis that it has been a longstanding mistake. At paragraph 8 on page 99 of the NTEU Submissions, the NTEU refer to a redundancy of a Professor at Monash (Professor Komesaroff) and represented the basis of the redundancy as being movement of a program from one school to another. The description is misleading in a number of respects:
- (a) The potential redundancy of Professor Komesaroff was not under the modern award but, rather, was under the provisions of the 2009 Monash EA, which was the enterprise agreement applicable at the time. Those provisions have been included in the enterprise agreements at Monash since at least 2000 and agreed between Monash and the NTEU. At no time has the NTEU sought to raise this issue in bargaining or in relation to any redundancies.
 - (b) The issues concerning Professor Komesaroff essentially involved a consolidation of ethics subjects within the Faculty of Arts and in respect of which there were already existing staff. This followed issues concerning the viability of funding of the centre within which Professor Komesaroff was employed. The matters were the subject of a Redundancy Review and issues concerning "context" and "content" were not issues of substance in the review and did not form any part of the basis for the intended redundancy.

Subject coordination sessional rates

68. One of the issues that arises in relation to Part D of the NTEU Submissions and the NTEU's proposed variations to address some "drafting errors" in relation to academic rates of pay is in relation to subject coordination duties. In particular, whether someone who is engaged in subject coordination which attracts a higher rate is then entitled to the higher rate on other unrelated sessional activities.

69. At Monash, in accordance with Schedule 2 - Teaching Associate Sessional Rates and Casual Academic Research Assistant Rates of the 2014 Monash EA, Monash applies a higher rate of pay for the same activity in certain circumstances. This is particularly the case where the sessional academic holds a PhD or where they undertake subject co-ordination duties.
70. In relation to the holder of a PhD, the higher rate is applied by Monash to all of the activities undertaken by that staff member. In relation to subject coordination, the higher rate is applicable where the staff member performs the full subject coordination duties, irrespective of whether they hold a PhD or not. This reflects that there are additional responsibilities associated with full subject coordination. This is identified in the 'Other Required Academic Activity' description in Schedule 3 - Teaching Associate Sessional Rates Descriptors in the 2014 Monash EA, but because of its additional responsibility and complexity it attracts the higher rate.
71. Sessional staff who may perform subject coordination duties in respect of one subject may also perform other sessional duties including, for example, conducting a tutorial or a lecture in another unrelated subject or course. If the staff member does not hold a PhD then the higher rate for performing the subject coordination duties only applies to the subject coordination duties, it does not apply to all other sessional activities that that staff member undertakes that are unrelated to their subject coordination role. However, this does not preclude the relevant area negotiating or paying a higher rate to the staff member and this does occur.
72. The holding of a PhD and the performance of a particular activity (such as subject coordination duties) are different. One is effectively a recognition of a particular level of qualification, the holding of a relevant PhD. The other is a recognition of the performance of particular duties, the subject coordination duties for which a higher rate is paid. It is effectively an additional allowance.

Witness Statement of Caron Dann

73. In relation to the witness statement of Dr Caron Dann (filed by the NTEU), I make the following comments:
- (a) in relation to the use of information technology at paragraphs 12 to 16 of Dr Dann's statement:
- (i) the Faculty of Arts provide each of the sessional staff with access to a 'hot desk' where they can use a desktop computer, have access to a phone (which is set up as hot desk), as well as access to a printer;
- (ii) sessional staff are also provided with library cards, out-of-hours access, e-mail accounts and network and intranet access across the University;

- (iii) access to additional IT systems or software that a sessional staff member needs can be coordinated with the e-solutions team;
 - (iv) I am informed by the relevant Head of School that there has been some recent feedback from sessional staff over the lack of lockable storage, particularly during class time. Monash is investing in some lockable lockers/drawers for each desk for use by sessional staff and it is anticipated that these will be in place by semester two;
- (b) at paragraphs 7 to 9 of Dr Dunn's statement, she refers to being paid for specific duties listed in her contract only and not being paid for work that is not listed in her casual contract. This is not generally the case. The casual contract of employment provides an estimate of total hours. In situations where a sessional staff member takes on an additional load (for example, being asked to contribute to a review), the staff member will be paid for such work at the 'Other Required Academic Activity' rate in the 2014 Monash EA. This is also the case in respect of additional student consultation. The 'Other Required Academic' rate specifically provides for payment in circumstances where student consultation is undertaken (other than as contemporaneous consultation for a tutorial or lecture) (Schedule 3). In some circumstances, payment for this additional work may require the sessional staff member to have a discussion with their supervisor and obtain prior approval;
- (c) in relation to professional development for sessional staff, in accordance with the 2014 Monash EA the University provides sessional staff (other than those staff employed on an occasional or ad hoc basis) with appropriate access to professional development opportunities (clause 16.14) and such staff are eligible to apply for internal funding opportunities, including grants and professional development funds, on an equivalent basis as for other academic staff (clause 16.17).

Andrew Picouleau

Date: 6 June 2016

**MONASH UNIVERSITY ENTERPRISE AGREEMENT
(ACADEMIC AND PROFESSIONAL STAFF) 2014**

PART A - PRELIMINARIES

1. TITLE

The Agreement will be known as the Monash University Enterprise Agreement (Academic and Professional Staff) 2014.

2. ARRANGEMENT

Part A – Preliminaries

1. Title
2. Arrangement
3. Definitions
4. Operation of Agreement
5. Application and Parties Bound
6. Availability of Agreement
7. Operation of Awards and Agreement
8. No Extra Claims
9. Re-opening of Negotiations
10. University Polices
11. Committees and Chairpersons
12. Dispute Resolution Procedure
13. Consultation About Change
14. Job Security

Part B – Employment Regulation

15. Performance-Based Contracts (PBCs)
16. Mode of Employment
17. Scholarly Teaching Fellows
18. Continuing (Contingent Funded) Employment
19. Fixed-term Notice, Renewal and Severance
20. Casual Staff Career Progression
21. Intercampus Work, Travel and Transfers

Part C – Salaries and Related Matters

22. Salary Increases
23. Payment of Salaries and Deductions
24. Payment of Increments
25. Annual Leave Loading
26. Salary Packaging
27. Superannuation

Part D – Workplace Flexibility

28. On-call and Call-back for IT Staff
29. Conditions for Monash University Boiler House 12-hour Shift Roster for Engineering Services Officers (ESOs)
30. Voluntary Reduced Working Year
31. Pre-retirement
32. Exchange of Annual Leave Loading for Extra Leave
33. Individual Flexibility Arrangements

Part E – Leave and Holiday Entitlements

34. Definitions and General Conditions
35. Continuity of Leave
36. Annual Leave
37. Sick and Carer's Leave
38. Long Service Leave
39. Parental Leave
40. Other Leave

41. University Holidays
42. Christmas/New Year Closedown Arrangements

Part F – Staff Welfare Management

43. Leave or Make-Up Pay to Incapacitated Staff Members
44. Occupational Welfare
45. Occupational Health and Safety
46. Family Violence
47. Environmental Sustainability

Part G – Cessation of Employment

48. Redundancy – Academic Staff
49. Redundancy – Professional Staff
50. Redeployment Process – Academic and Professional Staff
51. Termination of Employment on the Grounds of Ill-Health – Academic Staff

Part H – Disciplinary and Grievance Matters

52. General Principles
53. Termination of Employment and Disciplinary Action – Academic Staff
54. Professional Staff Disciplinary Procedures
55. Research Misconduct
56. Employment Related Grievance Resolution Procedure
57. Workplace Bullying

Part I – Performance/Employment Management

58. Probationary Employment Principles – Academic Staff
59. Academic Workloads
60. Summer Teaching Period
61. Outside Study Programme (OSP) – Transferability of Service
62. Online Teaching and Learning
63. Working Off-Shore Policy
64. Performance Development
65. Professional Staff Workloads
66. Professional Staff Classifications
67. Progression Through Classification Levels
68. Job Redesign
69. Disputed Classifications
70. Classification Linking
71. Indigenous Employment

Part J – Professional Staff Conditions

72. Hours of Duty
73. Span of Hours
74. Meal Breaks
75. Overtime and Time Off in Lieu
76. Shift Work

Part K – Miscellaneous Provisions

77. Travelling, Meal, Vehicle and Related Expenditure
78. Changes to Rosters or Hours of Work
79. Higher Duties Allowance
80. Overtime Meal Allowance
81. Motorcycle and Bicycle Allowance
82. Sleep Over Allowance
83. Camping Allowance
84. Clinical Loadings

Schedule 1 – Annual Salary Rates

Schedule 2 – Teaching Associate Sessional Rates and Casual Academic Research Assistant Rates

Schedule 3 – Teaching Associate Sessional Rates Descriptors

Schedule 4 – Part-Year, Seasonal and Annualised Hours Terms

Schedule 5 – Professional Staff Position Classification Descriptors

3. DEFINITIONS

- 3.1 Subject to clause 34, "continuous service" means service with the University which the University recognises for continuity of employment. This includes paid service, periods of approved leave and any service expressly recognised under clause 34.
- 3.2 "Favouritism" means the improper or corrupt favouring or advantaging of one staff member or group of staff members over others, without regard to merit.
- 3.3 "Indigenous Australian" means a person of Aboriginal or Torres Strait Island descent who identifies as an Aboriginal or Torres Strait Island person and is accepted as such by his/her Aboriginal or Torres Strait Islander community.
- 3.4 "Long term casuals" means casual professional staff or Teaching Associate staff who have been employed by the University on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- 3.5 "Misconduct" shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.
- 3.6 "NTEU" means the National Tertiary Education Industry Union.
- 3.7 "Operative Date" means the date from which this Agreement operates as specified in the approval decision of the Fair Work Commission.
- 3.8 "Ordinary rate of pay" means the staff member's hourly, daily or other rate of pay (excluding Teaching Associate rates) calculated on the base annual salary payable in accordance with the relevant classification as set out in Schedule 1, except where elsewhere provided in this Agreement.
- 3.9 "Parties" shall mean the University and the NTEU and any other union where that union has acted as a bargaining representative in relation to this Agreement and notifies the Fair Work Commission of its intention to be bound pursuant to the *Fair Work Act 2009*, unless otherwise implied by the context.
- 3.10 "Representative" means a person chosen by the staff member but not a practising barrister or solicitor.
- 3.11 "Serious misconduct" shall mean:
- (a) Misbehaviour of a kind which constitutes a serious impediment to the carrying out of an academic or professional staff member's duties or to an academic or professional staff member's colleagues carrying out their duties; and/or
 - (b) Serious dereliction of the duties required of the academic office or professional staff member's position; and/or
 - (c) Conviction by a court of an offence which constitutes a serious impediment of the kind referred to in paragraph (a) above.
- 3.12 "Staff member" means academic and professional staff however employed by the University.
- 3.13 "Suitable Alternative Employment" means employment either external to the University where the employment has been negotiated or procured by the University or within the University:
- (a) for which a staff member meets the essential requirements; and
 - (b) which the staff member could perform satisfactorily within, what is in all the circumstances, a reasonable time; and
 - (c)
 - (i) which, in relation to employment within the University, is to be of equivalent grade and salary; or
 - (ii) which, in relation to employment external to the University, is to be on substantially equivalent conditions, grade, and remuneration and which are no less favourable overall; and
 - (d) which is to be filled at the same fraction of full-time as the staff member was employed in the redundant position (or an alternative fraction if the staff member agrees); and
 - (e) in respect of which a rejection by a staff member of an offer on the grounds of geographic location of the position will not be regarded as an unreasonable rejection if the new geographic location is unreasonably distant.
- 3.14 "Supervisor" means the person who is responsible for the day-to-day supervision of the staff member.

- 3.15 "Termination of employment" means termination of employment at the initiative of the University.
- 3.16 "Termination payment(s)", "termination pay" or "termination benefit(s)" as referred to in clauses 48 and 49 means a payment, the entirety of which shall comprise a genuine redundancy payment, save that the component of any severance payment necessary to satisfy the minimum payment in lieu of notice required under the *Fair Work Act 2009*, if any, shall be a payment in lieu of notice rather than a genuine redundancy payment.
- 3.17 "University" means Monash University, a body politic and corporate established under the *Monash University Act 1958* and comprises all of its campuses in Australia wherever situated.
- 3.18 "University Policy" means the policy of the University as in force and varied from time to time.
- 3.19 "Vice-Chancellor" means the Vice-Chancellor and President of the University or his or her nominee in any case where the Vice-Chancellor has formally nominated a person to act as his or her nominee for the purpose.

4. OPERATION OF AGREEMENT

This Agreement will come into force on the Operative Date and will have a nominal expiry date of 30 June 2017.

5. APPLICATION AND PARTIES BOUND

This Agreement will be binding upon the following Parties:

- Monash University (the "University"),
- the National Tertiary Education Industry Union (the "Union") and their officers,
- any other union and its officers where that union has acted as a bargaining representative in relation to this Agreement and notifies the Fair Work Commission of its intention to be bound pursuant to the *Fair Work Act 2009*

and upon academic and professional staff of the University, however employed and whether members of the Union(s) or not, with the exception of the following staff members:

- (a) those appointed Vice-Chancellor, Provost, Deputy Vice-Chancellor, or Vice-President or appointed to a position succeeding any of those positions;
- (b) those who are subject to the application of the Monash University Enterprise Agreement (Trades and Services Staff – Building and Metal Trades Staff) 2009, the Monash University Enterprise Agreement (Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005, or their successors; and
- (c) conjoint appointees (for example in the Faculty of Medicine, Nursing and Health Sciences) who are jointly appointed by a relevant institution (excluding subsidiaries of the University) and the University but are wholly paid by the other institution.

6. AVAILABILITY OF AGREEMENT

Copies of this Agreement will be displayed in a well-publicised and easily accessible place on each campus of Monash University, the University's Monash HR homepage on the World Wide Web, and will be available for inspection upon request by any staff member.

7. OPERATION OF AWARDS AND AGREEMENT

This Agreement is a closed and comprehensive agreement and, subject to the National Employment Standards, wholly displaces any award (existing or future) and any agreement which, but for the operation of this Agreement would apply.

If the University has, prior to the operation of the Agreement, commenced a process under clause 13 (Consultation about Change), Part G (Cessation of Employment) or Part H (Disciplinary and Grievance Matters) of the Monash University Enterprise Agreement (Academic and Professional Staff) 2009 (the "2009 agreement"), then the University will continue such proceedings to completion in accordance with the procedures prescribed in each pre-existing clause.

If a dispute resolution proceeding has been commenced under clause 12 of the 2009 agreement prior to the commencement of this Agreement and the subject matter of that dispute relates to the operation of a provision or provisions under the 2009 agreement that have continued under this Agreement, such dispute will continue to resolution or completion in accordance with the provisions of clause 12 of the 2009 agreement.

8. NO EXTRA CLAIMS

The parties agree not to pursue any extra claims relating to any matters covered by this Agreement during the period of operation of this Agreement. This clause does not limit implementation of the terms of this Agreement.

9. RE-OPENING OF NEGOTIATIONS

9.1 The parties agree that negotiations for a further Agreement will commence three months prior to 30 June 2017.

9.2 The parties agree on the need to amend and update the Professional Staff Position Classification Descriptors in Schedule 5 to ensure they provide clear guidance for effective classification of positions. The parties will establish a Professional Staff Classification Descriptors Working Party comprising equal University and NTEU representation to agree on the amended and updated Descriptors. The agreed Descriptors will then operate to supersede and replace the existing Descriptors in Schedule 5.

10. UNIVERSITY POLICIES

10.1.1 All staff members are subject to University Policies and procedures (including business rules and guidelines) however such policies and procedures do not form part of this Agreement.

10.1.2 All University forms and policies dealing with matters covered by this Agreement must conform to the provisions of this Agreement and not diminish any staff member's entitlements in any way.

10.2 Intellectual Freedom

10.2.1 Without derogating from or limiting the employment obligations of staff, including the obligations to comply with reasonable and lawful directions and requests, the parties to the Agreement are committed to act in a manner consistent with the protection and promotion of intellectual freedom.

10.2.2 Intellectual freedom includes:

(a) the rights of all staff to:

- (i) participate in public debates and express opinions about issues and ideas related to their discipline area or areas of professional expertise and about the institution within which they work or higher education issues more generally;
- (ii) make other comment outside their discipline or areas of professional expertise as long as they do so on their own behalf and do not claim to represent the University;
- (iii) express unpopular or controversial views, but this does not mean the right to harass, vilify or defame or intimidate;

(b) the rights of academic staff to pursue critical and open inquiry and to freely discuss, teach, assess, develop curricula, publish and research;

(c) the right of all staff to participate in professional and representative bodies, including unions, and engage in appropriate community service;

(d) the rights of all staff to express opinions about the operations of the University and higher education policy more generally.

10.2.3 The University will encourage staff to actively participate in the operation of the University and in the communities it serves.

11. COMMITTEES AND CHAIRPERSONS

11.1 The review or appeal committees specified in clauses 48, 53, and 54 of this Agreement shall consist of three members as follows:

- (a) A nominee of the Vice-Chancellor;
- (b) A nominee of the President of the Monash University NTEU Branch; and
- (c) An independent Chair appointed in accordance with this clause.

11.2 Each committee in undertaking its role shall:

- (a) allow the staff member to be represented by the NTEU or other Representative of his/her choice;
- (b) allow the University to be represented by an agent of its choice, but not a practising barrister or solicitor;
- (c) provide an opportunity for the staff member, NTEU or other representative of the staff member and the University representative to make submissions, and present and respond to written or oral evidence in relation to the matter before the committee, and take into account such further materials as it believes appropriate to determine the facts in dispute;
- (d) call witnesses as it sees fit;
- (e) ensure that the staff member, NTEU or other Representative of the staff member, and the University or its representative has the right to ask questions of witnesses, where appropriate;
- (f) conduct all interviews in the presence of the staff member, NTEU or other Representative of the staff member, and the University representative and/or the Executive Director, Monash HR or his or her representative;
- (g) conduct proceedings as expeditiously as possible, consistent with the need for fairness;
- (h) conduct proceedings in private (unless otherwise agreed by the Committee) and as a committee of inquiry;
- (i) take into account such further material as it believes is appropriate to the case;
- (j) make its report available to the nominated person(s) as specified in the relevant clause of this Agreement within the prescribed timelines.

11.3 Chairs appointed to committees under this clause shall have relevant experience, be independent and command the confidence of management and staff.

- 11.4
- (a) During the operation of this Agreement the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on a pool of agreed Chairs to chair committees established under this clause.
 - (b) The agreed pool of Chairs should at any time consist of no less than 5 persons and no more than 10. The names of persons in the agreed pool should be reduced to writing by exchange of letters within two months from the commencement of this Agreement. The Director, Workplace Relations will confer with the President of the Monash University NTEU Branch (or delegate) at the beginning of each calendar year (or if required at any other time throughout the year) to discuss whether new names need to be added to the agreed pool (for instance if existing agreed members have become unavailable).
 - (c) If at any time agreement cannot be reached by the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) on the agreed pool, either the University or the NTEU may seek the assistance of the Fair Work Commission (FWC). The FWC may convene conferences and, if agreement cannot be reached on the persons who will be named in the agreed pool, the FWC may arbitrate on which names should be included. The parties to this Agreement will accept the outcome of any FWC arbitration on this issue.

11.5 The Chair of a committee established under this clause will be agreed between the parties to this Agreement by the following process:

- (a) In the first instance, the Director, Workplace Relations (or delegate) and the President of the Monash University NTEU Branch (or delegate) will confer with a view to reaching agreement on an individual from the agreed pool of Chairs to recommend to the Vice-Chancellor for nomination to a particular committee.
- (b) The Vice-Chancellor will consider the agreed recommendation (if any) arising from paragraph (a) above and nominate an individual from the agreed pool of Chairs and notify the President of the Monash University NTEU Branch (or delegate) of the nomination in writing. The President of the Monash University NTEU Branch (or delegate) will then have up to five working days to object in writing to the Vice-Chancellor's nomination. Objection can be made on the basis that the nominated Chair does not meet the requirements of this clause or on other reasonable grounds.
- (c) If the President of the Monash University NTEU Branch (or delegate) does not object in accordance with clause 11.5(b) to the Vice-Chancellor's nomination, the nominated individual will be regarded as agreed and appointed as Chair.
- (d) Alternatively, if the President of the Monash University NTEU Branch (or delegate) does object in accordance with clause 11.5(b) to the nomination, the Vice-Chancellor will consider the objection received and will respond in writing to the President of the Monash University NTEU Branch (or delegate) by either:
 - (i) re-nominating for Chair the individual already nominated and explaining why the objection is not accepted, in which case the President of the Monash University NTEU Branch (or delegate) may either accept the re-nomination or refer the matter to the FWC for conciliation in accordance with clause 11.5(e); or
 - (ii) nominating two other individuals from the agreed pool of Chairs for consideration as Chair, in which case the President of the Monash University NTEU Branch (or delegate) will indicate in writing within five working days which of the two other nominated individuals is accepted as Chair and that nominee will be regarded as agreed and appointed as Chair.
- (e) If clause 11.5(d)(i) applies, the NTEU may refer the matter to the FWC for conciliation. The referral must be within five working days of the Vice-Chancellor's nomination under clause 11.5(d)(i) and request that the FWC deal with the matter expeditiously and preferably within two working days. The FWC may convene a conference of the parties to assist the parties to reach agreement on the Chair to be appointed from the agreed pool. In the absence of agreement, the parties agree to comply with any recommendation of the FWC regarding the Chair to be appointed from the agreed pool.
- (f) If the President of the Monash University NTEU Branch (or delegate) does not accept the Vice-Chancellor's nomination under clause 11.5(d)(i) above and the NTEU has made no referral of the matter to the FWC for conciliation in accordance with clause 11.5(e), or does not accept one of the two other individuals nominated as Chair under clause 11.5(d)(ii), as applicable, the agreed and appointed Chair for the purposes of this clause will be either:
 - (i) the individual re-nominated for Chair by the Vice-Chancellor; or
 - (ii) the Vice-Chancellor's choice between the two other individuals from the agreed pool of Chairs nominated for consideration as Chair,as applicable.

12. DISPUTE RESOLUTION PROCEDURE

12.1 A staff member or any Party bound by this Agreement may raise a dispute:

- (a) as to the application of this Agreement or any matters arising from it; or
- (b) in relation to the National Employment Standards other than a dispute about whether an employer had reasonable business grounds under subsection 65(5) of the *Fair Work Act 2009*; or
- (c) which this Agreement expressly and additionally provides may be referred to this procedure.

In the first instance, the staff member or an accredited representative(s) of the staff member or Party notifying the dispute and the appropriate representative(s) of management, or the other respondent Party as applicable, shall discuss the dispute and attempt to reach agreement within two weeks of the dispute first being raised.

- 12.2 Where a dispute is not resolved under clause 12.1 above, at the request of either party, a Disputes Committee shall be convened within five working days unless agreed otherwise. The Disputes Committee shall consist of:
- (a) two management nominees; and
 - (b) two nominees of the President of Monash University NTEU Branch.
- 12.3 The Disputes Committee shall convene within five working days of the matter being referred to it and shall attempt to resolve the matter within five working days of its first meeting. Unless otherwise agreed in writing between the parties, if the Disputes Committee does not convene within five working days the matter shall be regarded as unresolved and the procedures in 12.1 to 12.3 as having been exhausted. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.
- 12.4 Until the procedures described in 12.1-12.3 above have been exhausted:
- (a) work shall continue in the normal manner; and
 - (b) no industrial action shall be taken by any party to the dispute or any other party bound by this Agreement; and
 - (c) management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and
 - (d) the subject matter of the dispute shall not be taken to the Fair Work Commission by any party to the dispute or any other party bound by this Agreement.
- 12.5 Should the dispute not be resolved by the processes referred to in 12.1-12.3 above, the matter may be referred to the Fair Work Commission for conciliation or arbitration by either party in which case the parties shall be bound (subject to the right to appeal or to seek judicial review) by any recommendation or decision of the Fair Work Commission.
- 12.6 If the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity.

13. CONSULTATION ABOUT CHANGE

- 13.1 The University will notify affected staff and the NTEU where a proposed significant or substantial change will affect staff. Such change includes, but is not limited to, outsourcing or contracting out and changes to University Policies that have a significant and substantial impact on staff terms and conditions of employment.
- 13.2 Consultation will be initiated with the provision of a written document outlining the proposal and rationale for proposing the change and proposed impact on staff. Following initial consultation the University will provide written responses to the issues raised in writing by affected staff and/or the NTEU. In order to facilitate this consultation, staff and the NTEU will be provided with up to two weeks to respond in writing to a proposal presented by management.
- 13.3 If a decision to proceed is made by the University, management will consult with the affected staff and with the NTEU about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. The consultations will be conducted within a frame-work which acknowledges the statutory obligations and responsibilities of the University management and there will be no power of veto over the University's decision-making processes.

14. JOB SECURITY

- 14.1 The University has the goal of maintaining the overall size of the workforce until the nominal expiry date of the Agreement. However, where any such reductions occur, the University is committed to minimising involuntary redundancies. If the University decides to reduce the number of staff, it will first consider measures such as:
- (a) reducing numbers by natural attrition;
 - (b) offering part-time employment;
 - (c) redeployment;
 - (d) transferring or seconding staff, or arranging suitable alternative employment;

- (e) offering voluntary early retirement schemes;
- (f) inviting expressions of interest in voluntary redundancy.

14.2 Clause 14.1 will have effect only until the nominal expiry date of this Agreement.

PART B – EMPLOYMENT REGULATION

15. PERFORMANCE-BASED CONTRACTS (PBCs)

- 15.1 The University and staff may enter into PBCs with a threshold annual salary and loadings (including the cash value of any University-provided motor vehicle and employer superannuation contributions) of at least \$206,891 (at Level E or above) or \$142,096 (at HEW 10 or above). These threshold salary levels will be indexed in line with the salary increases made over the nominal life of this Agreement, provided that all PBCs entered into prior to the certification of this Agreement will remain valid under this clause if salary and loadings fall below the threshold during the life of this Agreement.
- 15.2 Where the University intends to offer a person a PBC it will provide the person with access to a copy of this Agreement and advise that he/she may elect to have a Representative negotiate the contract.
- 15.3 All provisions of this Agreement will apply to a PBC staff member except the provisions of this Agreement relating to redeployment, redundancy, consultation about change, discipline, unsatisfactory performance, research misconduct, performance management, salary packaging, grievance, the accrual of annual leave, the application (or taking) of annual leave, annual leave loading, salary increases, overtime/TOIL, termination of employment and/or mode of employment, continuing (contingent funded) employment and/or fixed-term notice, renewal and severance. Provided that the minimum leave entitlements, termination and notice provisions will be in accordance with the provisions of the *Fair Work Act 2009*.
- 15.4 A PBC may set out performance criteria or targets, which must be met within defined timeframes or circumstances.

16. MODE OF EMPLOYMENT

- 16.1 The University may employ a staff member on a continuing, fixed-term, sessional or casual basis. Employment may also be on the basis of part-year/seasonal or annualised hours employment in accordance with clause 20 and Schedule 4.
- 16.2 Upon engagement, the University will provide the staff member with an instrument of appointment which stipulates the type of employment and the terms of the engagement including:
- for continuing and fixed-term staff, the classification level and salary of the staff member on commencement of the employment, the hours or the fraction of full-time hours to be worked, and the length and terms of any probation;
 - for a fixed-term staff member, the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment (where applicable) has been decided for that employment, including specifying which element of clause 16.4 is in use and whether the position was obtained through a competitive selection process;
 - for fixed-term research-only staff members, the option to apply where eligible for employment on a Continuing (Contingent Funded) contract of employment under clause 18 of this Agreement;
 - for sessional and casual staff members, 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;
 - other main conditions of employment including the documentary, or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment can be ascertained.

Continuing Employment

- 16.3 "Continuing employment" means full-time or fractional employment other than "fixed-term", "sessional" or "casual" employment.

Fixed-term Employment

- 16.4 “Fixed-term employment” means full-time or fractional 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 employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon the application of the processes of clause 53 or clause 54 or clause 55 as applicable regarding unsatisfactory performance or serious or wilful misconduct.

Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member will be entitled to all the benefits of a continuing staff member (other than any redundancy benefits) in the same classification of employment.

The use of fixed-term employment shall be limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances.

- 16.4.1 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 University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

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

Provided that where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period of the grant. The exception to this is if there is a genuine operational reason related to the required commencement or completion time of particular work on a research project, or the preference of the staff member. In this case, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period the work is expected to be required.

- 16.4.3 Replacement Employee
“Replacement Employee” means a staff member:
- (a) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded or transferred within or outside the University; or
 - (b) performing the duties of:
 - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action, until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
 - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
 - a staff member who has returned from a period of parental leave or other authorised leave and who wishes to be employed on a fractional basis for a defined period. The replacement fixed-term staff member may be employed to cover the difference in hours arising from such an arrangement.

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

16.4.5 Pre-Retirement Contract

Where a full-time or a part-time staff member declares that it is his/her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years. Fractional fixed-term contracts may be offered as provided by clause 31 of this Agreement.

16.4.6 Student Employment

Where a person is enrolled as a student at Monash University, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding clauses 16.4.1-16.4.5, subject to:

- (a) such fixed-term contract employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- (b) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

Students employed under this category will perform work that may otherwise be performed by casual or agency staff and will not be used to fill or replace existing continuing positions.

16.4.7 New Organisational Area

A fixed-term contract may be offered in the case of employment in a new organisational area, for up to two years prior to or from the establishment of any such area. A further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

For the purpose of this clause 16.4.7 a new organisational area shall mean either:

- a group of three or more positions established in relation to a new area of academic work; or
- a new staff member position organised in a new geographical location outside existing campuses; or
- a new staff position organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from an existing unit(s).

A fixed-term contract offered in the circumstances described in this clause 16.4.7 will be subject to the following conditions:

- (a) the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;
- (b) where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance pay elsewhere in this Agreement.

16.4.8 Disestablished Organisational Area

Where an organisational work area or part of an organisational work area consisting of 3 or more staff members has been the subject of a decision by the University to discontinue that work within 36 months a fixed-term contract of employment may be offered to work in that area provided that:

- (a) the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason that staff member's position or substantially the same position continue beyond a 36-month period, the staff member shall be offered that work on a continuing basis; and

- (b) should a position not be offered under clause 16.4.8(a) upon request by the staff member, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

16.4.9 Measures to Provide Security of Employment

The effect of this clause 16.4.9 shall not be to replace continuing positions with fixed-term positions. Fixed-term contracts under this clause may be offered for teaching and research and research-only work in accordance with the University's academic staff position descriptors and for work in accordance with the Professional Staff Position Classification Descriptors at the discretion of the University to provide security of employment where the work would otherwise be performed by casual staff. Such contracts may be offered, but will not be limited to early career academics, and may be offered for a period of no more than 3 years and no less than 12 months (unless otherwise provided for in this Agreement). The letter of offer for a fixed-term contract under this clause will include an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period.

16.4.10 Sudden and Unanticipated Rise in Student Enrolments

Where an academic unit experiences a sudden and unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment, in respect of that work. Fixed-term employment under this category may be used for up to 3 years from the date of the sudden and unanticipated increase in enrolments, and a fixed-term position offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

16.4.11 Scholarly Teaching Fellows

Where academic staff are appointed as fixed-term Scholarly Teaching Fellows in accordance with clause 17.

Casual Employment (Professional Staff)

- 16.5 A casual staff member is engaged by the hour and paid by the hour. Subject to clause 37.7, clause 38.10, clause 39, clause 40.10 and clause 40.20, casual staff members are not entitled to paid leave of any kind.
- 16.6 A casual staff member will be paid the ordinary rate of pay plus an additional casual loading of 25%:
- 16.7 A casual staff member will be paid for a minimum period of three hours for each engagement except for the following circumstances:
 - (a) A person who is a student (including a postgraduate student) who is expected to attend the University on that day in his/her capacity as a student will have a minimum period of engagement of one hour. Without limiting the scope of this paragraph and for the purpose of this paragraph a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than University holidays as set out in clause 41.
 - (b) A person with a primary occupation elsewhere will have a minimum period of engagement of one hour.
 - (c) In order to meet his/her personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of three hours.
- 16.8 A casual staff member required to work shift work will receive either the casual loading or the appropriate shift penalty, whichever is the greater. Overtime is paid at the ordinary overtime penalty rate with casual loading, ie. (ordinary rate of pay x penalty rate) + (ordinary rate of pay x casual loading).
- 16.9 A casual staff member required to work on a University holiday as prescribed by clause 41 (including any day during the period of Christmas/New Year closedown period other than a Saturday or Sunday) will be paid casual loading on both her/his ordinary rate of pay and her/his holiday penalty rate as provided in clause 75.9.
- 16.10 Payment for overtime worked by a casual staff member will be made no later than the pay day of the pay period immediately following the work cycle in which the overtime is worked.
- 16.11 The University will provide casual staff members with the facilities and resources appropriate to enable the fulfilment of their duties.

Sessional Employment (Academic Staff only)

- 16.12 “Sessional employment” means the casual employment of academic Teaching Associate staff who are appointed to undertake a single or specific number of sessions related to demonstrating, tutoring, lecturing, marking, supervision, academic research assistance, music accompanying with special educational service, undergraduate clinical nurse education or other required academic activity.
- 16.13 The University will provide Teaching Associate staff with the facilities and resources appropriate to enable the fulfilment of their duties.
- 16.14 The University will provide Teaching Associate staff with appropriate access to professional development opportunities, other than those staff employed on an occasional or ad hoc basis.
- 16.15 The University will provide Teaching Associate staff (other than those staff employed on an occasional and ad hoc basis) with library cards, out-of-hours access, e-mail accounts, network and intranet access, and inclusion in the University’s telephone book and web directory on an equivalent basis as for other academic staff (including during non-teaching periods over the calendar year).
- 16.16 Teaching Associate staff will be eligible to apply for internally advertised University positions on an equivalent basis as for other academic staff.
- 16.17 Teaching Associate staff will be eligible to apply for internal funding opportunities, including grants and professional development funds, on an equivalent basis as for other academic staff.
- 16.18 The University will pay Teaching Associate staff for a half-day of induction at the “other required academic activity” rate except for Teaching Associate staff:
- (a) previously employed by the University; and/or
 - (b) already provided an equivalent paid induction of three hours or more by the University.

Fractional Employment

- 16.19 In the case of a continuing or fixed-term fractional contract, the salaries, allowances and other entitlements under this Agreement applicable to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis according to the fraction of time worked. A staff member employed on a fractional-time basis, will not by reason of being a fractional-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid pro rata for any such leave.

17. SCHOLARLY TEACHING FELLOWS

- 17.1 The parties to this Agreement recognise the need for innovative approaches to maximise the range of employment options that the University can utilise to not only meet a dynamic and changing environment but also to provide current and prospective staff with suitable and sustainable employment opportunities.
- 17.2 The purpose of Scholarly Teaching Fellow positions is:
- (a) to advance the University’s goal of excellence in learning and teaching;
 - (b) to offer sustainable alternatives to longer term sessional academic engagements;
 - (c) to provide a transitional pathway for staff from sessional engagement to teaching and research appointments;
 - (d) to facilitate reducing the proportion of sessional staff employed in the University; and
 - (e) that the majority of work performed by Scholarly Teaching Fellows will replace work previously performed by sessional staff.

The University will not reduce the proportion of continuing appointments in the University as a consequence of this clause.

- 17.3 The University is committed to employing a number of Scholarly Teaching Fellows equivalent to 5% of the reported sessional staff FTE on the census date of 31 March 2014 by no later than the nominal expiry date of this Agreement, and then maintaining that number thereafter during the operation of this Agreement.

- 17.4 For the purposes of achieving this 5% target the University may continue to count any former Scholarly Teaching Fellow who is still employed in a teaching focused (Education Focused) role and notwithstanding that the staff member may have moved to a higher classification.
- 17.5 Scholarly Teaching Fellow positions will be full-time or part-time and filled on a three-year fixed-term basis in accordance with clause 16.4.11 of this Agreement or where appropriate on a continuing basis.

A fixed-term Scholarly Teaching Fellow appointment will be on the basis that the University will, at the expiration of the fixed term, convert the Scholarly Teaching Fellow's employment from fixed-term to continuing employment unless:

- (a) the staff member has not met, to the University's satisfaction, the performance expectations set by the University and communicated to the staff member in advance and/or from time to time during the fixed term consistent with the requirements of the position; or
- (b) there is insufficient productive work that the staff member could perform having regard to the nature of the staff member's classification, academic discipline and skills.

Provided that the University may extend the period of the Scholarly Teaching Fellow's fixed term commensurate with any period of parental leave or other extended leave of absence during the fixed-term appointment.

Where the Head of School (or equivalent) intends not to offer conversion to continuing employment at the expiry of the fixed-term appointment, he/she will refer the recommendation to the Dean (or equivalent) who will make a final determination on the recommendation, and in the case of the grounds specified in subparagraph (a) above will consider whether the performance expectations were:

- (a) communicated to the staff member in advance and/or from time to time during the employment; and
- (b) reasonable; and
- (c) met by the staff member.

The staff member will receive a copy of any recommendation by the Head of School at least 8 weeks prior to the expiry of his/her fixed term and will have an opportunity to comment on the recommendation before a final determination is made by the Dean (or equivalent).

- 17.6 A Scholarly Teaching Fellow will be employed primarily to teach and may be required to have teaching and related duties constituting up to 80% of his/her work allocation with the remaining 20% of his/her work allocation, over a year, available for scholarship and research and/or administrative responsibilities. A Scholarly Teaching Fellow may also be required to teach in no more than five (5) of six (6) teaching periods in any 24-month cycle.
- 17.7 The University will advertise Scholarly Teaching Fellow positions and will require appropriate evidence from an applicant to verify their eligibility to apply. The persons who will be eligible to apply for a Scholarly Teaching Fellow position will be existing or former academic fixed-term or sessional staff of any Australian university, who have had at least 12 months' academic employment in total in an Australian university or Australian universities (inclusive of periods of systematic and regular sessional academic employment) over the preceding five-year period. Provided that any person who has previously held a continuing academic appointment at an Australian or overseas university will be ineligible to apply. Scholarly Teaching Fellow positions will be filled through competitive merit-based selection processes.
- 17.8 A Scholarly Teaching Fellow will only be appointed at and hold a Level A position and will be employed to teach on a trimester basis or otherwise throughout the year. The qualification requirements that apply to other academic staff at this level will apply to Scholarly Teaching Fellows as will the probation, incremental advancement, and performance development processes, except that probation will not apply to Scholarly Teaching Fellows whose employment is converted from fixed-term appointment to continuing employment under clause 17.5.

A Scholarly Teaching Fellow appointed as such on a fixed-term basis where

- (a) the Dean (or equivalent) has determined not to offer the Scholarly Teaching Fellow conversion to a continuing appointment after expiry of the fixed-term;
- (b) the Scholarly Teaching Fellow seeks to continue his/her employment; and

- (c) the Scholarly Teaching Fellow's employment with the University ceases after five years of continuous service as a Scholarly Teaching Fellow

will be entitled to severance pay of 8 weeks' pay. Provided that:

- (a) where the University advises the Scholarly Teaching Fellow in writing that further employment may be offered within six weeks of the expiry of his/her fixed term, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment; and
- (b) the Scholarly Teaching Fellow shall not be eligible for severance pay if offered Suitable Alternative Employment, whether such offer is accepted or not.

18. CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

18.1 A fixed-term staff member appointed to a research-only position (or positions) funded by contingent funding for a period of continuous service of four years or more and who has been appointed since the commencement of this Agreement to a second or subsequent consecutive research-only fixed-term contract of at least six months in duration, may apply to be employed on a Continuing (Contingent Funded) contract of employment in accordance with this provision. Applications may be refused on reasonable grounds. Reasonable grounds include:

- the staff member is the subject of disciplinary proceedings or disciplinary action or has otherwise not performed satisfactorily in his/her position;
- the staff member is performing work which is predominantly related to discontinued or discontinuing programs or a disciplinary area that is not actively being pursued by the University;
- the staff member is a student, his/her status as a student was the primary reason for the appointment, and the staff member is due to cease as a student within the forthcoming 12-month period.

18.2 "Contingent Funding" is limited-term funding provided for from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

18.3 Notwithstanding the above, a fixed-term research-only staff member may be appointed, at the discretion of the relevant Dean (or equivalent), to Continuing (Contingent Funded) employment using internal funds, where:

- the use of internal funding is for a limited period; and
- the area has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
- the alternative would be the separation of the staff member from his/her position with the University.

18.4 All staff on Continuing (Contingent Funded) employment will be subject to the probationary employment, disciplinary action, and research misconduct provisions of the Agreement. Service for staff on Continuing (Contingent Funded) employment will be regarded as continuous provided that any break in service does not exceed three months and such breaks do not count as service.

18.5 A staff member on Continuing (Contingent Funded) employment may apply for internally advertised employment.

18.6 The following provisions do not apply to staff on Continuing (Contingent Funded) employment:

- The consultation about change provisions of clause 13 in respect to the contingent position that staff member occupies.
- Notice, redundancy, redundancy review and any other provisions of clause 48 that apply to staff employed on a continuing contract of employment.
- The provisions of clause 56 to the extent the grievance relates to any matter arising out of the operation of this clause. For the avoidance of doubt a grievance under clause 56 cannot be used to seek review of any decision to offer, not offer, not continue or to terminate Continuing (Contingent Funded) employment.

18.7 Where the funding that supports a staff member's Continuing (Contingent Funded) employment ceases:

- (a) The University may transfer the staff member to another equivalent position.

- (b) If a transfer opportunity does not exist, the staff member will be provided with a minimum of four weeks' notice of termination, or five weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
- (c) If, during the notice period, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues.
- (d) If an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter, at the discretion of the University, to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and leave may be delayed for up to nine weeks to facilitate continuation of service.
- (e) At the end of the notice period (and any such approved leave in accordance with the above) the employment relationship will cease and the severance payment in clause 18.9 below will be made to the staff member.

18.8 It is not the intention of this clause that the conditions of employment of a staff member be worse than had he/she been employed on a fixed-term position subject to contingent funding. Accordingly, the University shall not terminate the employment of a staff member on Continuing (Contingent Funded) employment unless:

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

If a staff member's employment is terminated under (a) or (b) above, and the staff member is eligible under this Agreement, the staff member will be provided notice and severance payments under clauses 18.7(b) and 18.9 respectively of this provision.

18.9 Continuing (Contingent Funded) employment severance payments will be as follows:

Table A

<i>Length of Continuous Service</i>	<i>Severance Payment</i>
Up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay (plus 2 weeks' pay for each year of continuous service in excess of 4 years)

18.10 Severance payments will not be made where the staff member:

- (a) declines the further employment or redeployment where funding for his/her position ceases;
- (b) resigns;
- (c) secures the same or similar employment with another employer associated with the contingent funding of the position; or
- (d) has a single fixed-term continuous service engagement made under a contract containing an express provision that the contract will not be extended or renewed, up to three years for professional staff or up to five years for academic staff.

18.11 A staff member employed on a Continuing (Contingent Funded) contract of employment in accordance with this clause will nevertheless continue to be regarded as a fixed-term research-only staff member for the purposes of clause 27(c) or (d) of this Agreement dependent on the staff member's period of continuous service.

19. FIXED-TERM NOTICE, RENEWAL AND SEVERANCE

Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member (other than a fixed-term contract staff member subject to clause 19.7) shall be entitled to:

19.1 Incremental Advancement

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

19.2 Notice of Cessation or Renewal of Employment Upon Expiry of Contract

The University shall provide to a fixed-term staff member, a written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice shall be the greater of:

- (a) any contractual entitlement to notice of the University's intention to renew, or not to renew, employment with the staff member upon the expiry of the contract; or
- (b) according to the table below:

Table B

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

In addition to the notice prescribed under clause 19.2(a) or 19.2(b), a staff member over the age of 45 years at the time of the giving of notice and with not less than two years' continuous service shall be entitled to an additional week's notice.

19.3 Exceptions/Variations to Requirement to Provide Notice

Where, because of circumstances relating to the provision of specific funding to support employment (external to the University and beyond its control), the University is not reasonably able to give the notice required by clause 19.2, it shall be sufficient compliance with clause 19.2 if the University:

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

19.4 Entitlement to Severance Pay

A fixed-term staff member who is employed in accordance with either clause 16.4.1 (Specific Task or Project) or 16.4.2 (Research) whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment, shall be entitled to a severance payment as provided in clause 19.5 below in the following circumstances:

- (a) a staff member who is employed on a second or subsequent fixed-term contract and the same or substantially similar duties are no longer required by the University; or
- (b) a staff member who is employed on a fixed-term contract and the duties of the kind performed continues to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

19.5 Severance Pay

19.5.1 Calculation of severance pay entitlements – Academic staff

Table C

Length of continuous service	Severance pay
Up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

19.5.2 Calculation of severance pay entitlements – Professional staff

Table D

Length of continuous service	Severance pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

19.5.3 In addition to the relevant severance pay as provided in clauses 19.5.1 or 19.5.2 above, research grant funded staff not including casual professional or Teaching Associate staff, will be entitled to an additional two weeks' severance pay for each year of continuous service in excess of four years.

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

19.6 Offer of Further Employment

19.6.1 Where the University advises a staff member in writing that further employment may be offered within six weeks of the expiry of a fixed-term contract, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

19.6.2 A staff member who is offered Suitable Alternative Employment shall not be eligible for severance pay, whether such offer is accepted or not.

19.7 Transitional Provisions

19.7.1 Clause 19.7 applies only to a staff member currently employed as a fixed-term staff member who commenced fixed-term employment with the University on or after 22 November 2005 but prior to 29 January 2010.

19.7.2 The University will provide the fixed-term staff member written notice that at the expiry of the contract the University intends to:

- (a) continue the position; or
- (b) discontinue the position.

For the purposes of clause 19.7.2, an intention to discontinue the position but replace it with a position having the same or substantially similar duties will be treated as an intention to continue the position.

Written notice will be the greater of any contractual entitlement to notice of the University's intention to renew, or not to renew employment, or the following notice periods:

Table E (Fixed-Term Notice)

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks*
3 years and up to the completion of 5 years	3 weeks*
5 years or over	4 weeks*
	*In addition, a staff member over the age of 45 years at the time of the giving of notice and with not less than 2 years' continuous service will be entitled to an additional week's notice.

19.7.3 Where the University has made a determination in accordance with clause 19.7.2(a), the incumbent will be offered further employment in the position or a position with the same (or substantially similar duties where applicable) provided that the incumbent was employed other than as a Replacement Employee through a competitive and open selection process and has performed satisfactorily in the position.

19.7.4 Where further fixed-term employment is offered under clause 19.7.3, the staff member may apply for conversion to continuing employment on the same salary and classification. The University will consider the application and may refuse conversion on reasonable grounds, which may include but are not limited to:

The staff member is:

- a Monash University Student;
- a genuine retiree;
- a Professor, Professorial Fellow, Adjunct Professor, Research Professor, Dean or above;
- subject to disciplinary action;
- on a pre-retirement or performance based contract;
- is on a professional staff salary at or above salary step 1 of HEW Level 10.

The position is:

- for a specific task or project, or funded by identifiable funding external to the University (which may include research/grant funds but does not include Government operating grants or funding from fees paid by or on behalf of students);
- in a new organisational area for up to two years;
- filling a temporary vacancy or meeting a curriculum requirement for recent professional practical or commercial experience;
- in a discontinuing organisational work area or part of such an area consisting of 3 or more staff.

19.7.5 Where the University has made a determination in accordance with clause 19.7.2(b) and the University does not renew the contract notwithstanding that the staff member seeks to continue the employment, severance payment will be payable at the expiry of the staff member's fixed-term contract as follows:

- (a) A staff member employed in a research-only capacity or for a specific task or project or in a new organisational area will be entitled to severance pay as per clauses 19.4 and 19.5 of this Agreement.
- (b) A staff member employed in a new organisational unit will be entitled to severance pay as per clause 16.4.7 of this Agreement.
- (c) For all other staff subject to clause 19.7 where the same or substantially the same duties are no longer required and the staff member is:
 - (i) On a first fixed-term contract of more than three years or on any second or subsequent contract, where the continuous period of service is more than three years; or
 - (ii) On any second or subsequent fixed-term contract for:
 - work that requires recent professional practical or commercial experience; and/or
 - work in a discontinuing organisational area or part of such an area consisting of 3 or more staff.

Table F

Length of continuous service	Severance pay
Up to the completion of 3 years	4 weeks
3 years and up to the completion of 4 years	6 weeks
4 years and up to the completion of 5 years	7 weeks
5 years and up to the completion of 6 years	8 weeks
6 years and up to the completion of 7 years	10 weeks
7 years and up to the completion of 8 years	12 weeks
8 years and up to the completion of 9 years	14 weeks
9 years and up to the completion of 10 years	16 weeks
10 years and over	18 weeks

20. CASUAL STAFF CAREER PROGRESSION

- 20.1 A casual staff member must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause or Schedule 4.
- 20.2 Upon appointment, the University will advise a casual staff member that, after serving qualifying periods, a casual staff member may have a right to apply for conversion and a copy of the conversion provisions of this Agreement will be made available to such casual staff members.
- 20.3 The University will also take reasonable steps from time to time to inform casual staff members of the conversion provisions of this Agreement.
- 20.4 An eligible casual staff member may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of Schedule 4.

21. INTERCAMPUS WORK, TRAVEL AND TRANSFERS

- 21.1 Each staff member of the University will be attached to a designated campus of the University and not be assigned unreasonable responsibilities on other campuses. What constitutes "unreasonable responsibilities" for the purposes of this clause will be determined on a case by case basis. Where travel between campuses is required the University will determine the most suitable mode of transport after consultation with the staff member, and any costs incurred in such travel will be reimbursed upon production of receipts. Travelling time between campuses will count as time worked and comparable amenities will be provided for duties undertaken at other campuses.
- 21.2 The University may, after consultation with a staff member, transfer or second the staff member to a suitable position at the same classification level and time fraction and with the same or similar skills and experience requirements. In all discussions relating to an internal transfer, a staff member may choose to be accompanied by a Representative.
- 21.3 On transfer and/or secondment, the staff member will retain current employment status, conditions and salary range for the classification, but may agree to a varied fraction. The staff member may also be entitled to relocation leave at clause 40.24 of this Agreement.

PART C – SALARIES AND RELATED MATTERS

22. SALARY INCREASES

- 22.1 All University staff members to whom this Agreement applies will be classified and paid in accordance with Schedule 1 with the exception of Teaching Associate staff who are paid a sessional or hourly rate as specified in Schedule 2 of this Agreement, casual academic Research Assistant staff who are paid rates as specified in Schedule 2 of this Agreement, and staff members employed on a Performance-Based Contract.
- 22.2 Staff members will receive the salary increases set out in Schedule 1 or 2, as applicable, and as set out and summarised below:
- 3.0% from the commencement of the first full pay period on or after the approval of this Agreement by the Fair Work Commission;
 - 3.0% from the commencement of the first full pay period on or after the expiry of one calendar year following approval of this Agreement by the Fair Work Commission;
 - 3.5% from the commencement of the first full pay period on or after the expiry of two calendar years following approval of this Agreement by the Fair Work Commission; and
 - 3.5% from the commencement of the first full pay period on or after the expiry of three calendar years following approval of this Agreement by the Fair Work Commission.

23. PAYMENT OF SALARIES AND DEDUCTIONS

- 23.1 Salaries will be paid fortnightly, directly into any bank, building society, credit union account or, in exceptional circumstances, the staff member may apply to be paid by cheque. On the written authority of a staff member, the University will make deductions from a staff member's salary for employee superannuation contributions and may make other deductions at the staff member's request (except for court ordered deductions).
- 23.2 A Teaching Associate staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative, as identified by the University to the Teaching Associate staff member.
- 23.3 Staff members will receive a statement of details of salary payment including gross salary, tax payable, any higher duties allowance, arrears and any deductions. The staff member will receive the statement via a secure web site or a printed advice slip.
- 23.4 An underpayment to a staff member will be corrected and full payment made to the staff member within two working days following notification by the staff member to the University of the underpayment except that by mutual agreement between the staff member and the University such payment may be made not later than the pay day for the next pay period.

The University will advise and consult with a staff member when an overpayment has been identified. The University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and the University will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the University may deduct the overpayment from the staff member's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the Dispute Resolution Procedure under clause 12 of this Agreement will be applied to achieve an outcome that allows the University to recover the overpayment, after which the University may deduct any overpayment from the staff member's salary or termination payments accordingly.

Where a staff member resigns or retires, or their employment is terminated, the University will, to the extent permissible by law, set-off against and deduct from any amounts payable to the staff member by way of salary, allowance, annual leave, long service leave and any other benefits owing to the staff member by the University, any amount owed to the University by the staff member arising from the staff member's employment.

- 23.5 With four weeks' notice, a staff member will be entitled to payment in advance for periods of paid parental, long service or Outside Studies Program leave in excess of 10 days up to a maximum of 12 weeks.

24. PAYMENT OF INCREMENTS

- 24.1 Where a staff member's salary classification changes, the date of effect of the change will become the date of effect for future incremental increases. Payment of salary increases due to increments, promotion or reclassification will be made on or after the date of the increase, provided that, where an increase has effect from 1 January, payment may be made on the first pay-day in February.

25. ANNUAL LEAVE LOADING

- 25.1 All staff members, except casual professional and Teaching Associate staff, will be entitled to 17½ per cent of the salary for four weeks' annual leave payable in the pay period in which 15 December occurs, with a maximum payment equal to the Australian Bureau of Statistics average weekly total earnings of all males (Australia) for the bi-annual date released in August in the year in which it is paid. Staff members whose employment commences after or ceases prior to 15 December in any accrual year will be entitled to a pro rata payment for the number of completed months of continuous service in that accrual year.

26. SALARY PACKAGING

- 26.1 Staff in continuing employment or on a fixed-term contract of more than 12 months may negotiate an individual salary package to reduce the cash salary prescribed for the staff member's classification in Schedule 1 in favour of a mix of benefits and cash salary.

Such a salary package will be set out in an agreement with the University which will specify:

- (a) That the salary for the purposes of superannuation, leave loading, termination payments, redundancy or early retirement benefits, overtime and shift benefits, will be the salary contained in Schedule 1.
- (b) That periods of paid leave will be paid on the reduced cash salary and packaged benefits.

- (c) That the University may elect to discontinue salary packaging, or offer the staff member a new salary package, if legislative or other changes increase the cost of salary packaging for the University.

26.2 Benefits available under salary packaging are determined from time to time by the University but may include payment for University car parking, childcare and gym membership, and the UniSuper employee contribution. Where the University elects to vary the items which may be offered it will consult with staff directly, and where a staff member chooses with his/her nominated Representative, and with the NTEU before changes to benefits are made.

26.3 Where a third party administers salary packaging benefits, the University will exercise its best endeavours to avoid or minimise any loss suffered by the staff member as a result of incorrect administration of the scheme by the third party.

27. SUPERANNUATION

The University will maintain the current employer contributions and arrangements for superannuation that were in effect as at 22 November 2005, including UniSuper as the required recipient fund, except that:

- (a) the University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level;
- (b) eligible staff members will be entitled to 9% employer contribution to the Accumulation 1 in accordance with existing University policy. These contributions will be consistent with Division D of the UniSuper Trust Deed;
- (c) subject to paragraph (d) below, fixed-term research-only staff with at least 12 months' continuous service will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University;
- (d) fixed-term research-only staff who, following 29 January 2010 have reached the years of continuous service shown in the table below, will be eligible to apply for membership of UniSuper Defined Benefit Division/Accumulation 2 on the same basis as continuing staff without the requirement for full and adequate provision from other than recurrent funds:

Table G

Date or period as described	Years of continuous service to qualify
As at 29 January 2010	10 or more years' continuous service
Period up to 12 months from 29 January 2010	Upon reaching 10 years' continuous service
Period 12 months and up to 24 months from 29 January 2010	Upon reaching 9 years' continuous service
Period 24 months and up to 36 months from 29 January 2010	Upon reaching 8 years' continuous service
Period 36 months and up to 48 months from 29 January 2010	Upon reaching 7 years' continuous service
Period 48 months and up to 60 months from 29 January 2010	Upon reaching 6 years' continuous service
Period 60 months and over from 29 January 2010	Upon reaching 5 years' continuous service

PART D – WORKPLACE FLEXIBILITY

28. ON-CALL AND CALL-BACK FOR IT STAFF

28.1 Continuing or fixed-term HEW Levels 1-9 staff employed in information technology services provision may be rostered or directed to be "on call" outside of normal working hours for physical attendance (or remote log-in where applicable).

On-Call Arrangements

28.2 Where a staff member is rostered on call by the Dean/Divisional Director:

- (a) Roster times may be any hours outside of 8:00am to 6:00pm week days, and hours between 6:00pm Friday to 8:00am Monday.
- (b) He or she must be contactable by telephone or pager and be fit and ready for on-site attendance (or remote log-in) within one hour.

- (c) Payment for being on-call will be 25% of the hourly ordinary rate with a three-hour minimum payment period.
- (d) A rostered on-call period will not normally be greater than one week without one week off-call.

Payment for Call-Back Overtime

28.3 Where a staff member is called back to work while rostered on-call:

- (a) For HEW Levels 1-7 staff overtime will be paid at 150% for the first three hours and 200% thereafter (Monday to Saturday), 200% (Sunday) and 250% (University holidays), with a minimum overtime payment of three hours for a staff member called back on-site, and one hour for a remote log-in. A single minimum payment will apply for multiple call-backs within the three-hour or one-hour period, and claimable overtime does not include travelling time.
- (b) On-call allowances cease for all time paid as call-back overtime. Subject to mutual agreement, time off may be taken in lieu of overtime payment in accordance with clause 75.10.
- (c) A dial-in allowance of \$15 per day (or pro rata for a shorter period) will be paid where remote log-in is required (subject to a maximum payable of \$390 per calendar year).
- (d) A staff member will be given at least a 10-hour break (plus reasonable travelling time from the work site to the staff member's home) from completion of overtime duty on any call-back without loss of pay for scheduled ordinary duty commencing during such break.

28.4 Scheduled overtime for the purposes of maintenance or any other work will not attract on-call remuneration. Overtime provisions will apply and prior approval is required to carry out functions that incur overtime. For HEW Levels 8-9 staff, no overtime is payable and remuneration will be in the form of a quarterly lump-sum performance payment.

28.5 Payments under this clause do not apply for all purposes and therefore are not superannuable and do not apply for leave or other benefits or entitlements.

29. CONDITIONS FOR MONASH UNIVERSITY BOILER HOUSE 12 HOUR SHIFT ROSTER FOR ENGINEERING SERVICES OFFICERS (ESOs)

29.1 The current arrangements for ESOs engaged in continuous shift work in the boiler house located on the Clayton Campus of Monash University will apply and are to prevail where inconsistent with any provisions in this Agreement.

29.2 Details of those arrangements for ESOs will be as set out in the relevant University Policy as at 22 November 2005.

30. VOLUNTARY REDUCED WORKING YEAR

30.1 A voluntary reduced working year arrangement is available upon application and approval to all continuing and fixed-term staff who wish to extend their leave options for personal and/or family responsibility reasons. A staff member may apply to reduce his/her current working year by multiples of two weeks up to eight weeks, with salary proportionately reduced to fund a corresponding increase in additional paid leave over a 52-week period. This additional leave will not attract annual leave loading and must be taken during each 12-month period of the reduced working year arrangement. Such leave will be taken by application and be subject to prior approval, except where the staff member gives at least three months' written notice.

30.2 Operation of a voluntary reduced working year arrangement is subject to the following conditions:

- (a) Staff with any excess annual or long service leave balance under clauses 36 or 38 are not eligible to participate or remain in the scheme.
- (b) The term of the arrangement will be negotiated for a period of at least 12 months but may be varied by either the University or the staff member, subject to three months' notice on either side or shorter written notice by the staff member where agreed by the University.
- (c) Leave accrued during the term of the scheme will be paid at the reduced rate provided that:
 - leave accrued prior to the scheme will be available at the rate at which it accrued;

- long service leave will be paid at the average service fraction over the leave accrual period;
 - staff may choose to have employer and employee superannuation contributions paid on the full or reduced working year salary.
- (d) Notwithstanding clause 36, all annual leave accrued during each 12-month accrual period in the term of the reduced working year arrangement must be taken during that accrual period.

31. PRE-RETIREMENT

- 31.1 Staff in full-time or fractional-time continuing employment may elect to apply to reduce their time commitment under a pre-retirement contract to a fraction of not less than 0.3 and not more than 0.8 of full-time, when they are within five years or less of being eligible to receive a retirement benefit from their superannuation scheme.
- 31.2 Eligible staff members will transfer to a fixed-term pre-retirement contract, with the University paying a subsidy to maintain employer UniSuper contributions (or equivalent State Superannuation provisions) at the rate applicable for the former substantive continuing appointment.
- 31.3 The staff member will make superannuation staff member contributions at the level appropriate to his/her new fraction of appointment. The University will also provide a subsidy payment sufficient to ensure the retention of superannuation benefits appropriate to the former substantive continuing appointment.
- 31.4 The workload and pattern of work for a staff member under a pre-retirement contract will be subject to determination and approval by the Head of Administrative Unit according to the role and responsibilities agreed between the Head and the staff member, appropriate to the fraction of full-time appointment.
- 31.5 Further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.
- 31.6 Annual leave, sick leave and long service leave under a pre-retirement contract will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate clearing any excess annual and long service leave credits.
- 31.7 Staff will transfer to a fixed-term fractional pre-retirement contract of no greater than five years in length.
- 31.8 Staff who transfer to a pre-retirement contract in accordance with this clause will be ineligible for conversion as provided in clause 19 of this Agreement.
- 31.9 Nothing in this clause will affect the entitlements of a staff member whose employment was governed by any similar scheme, entered into prior to 25 May 2001, except that such staff members will also be ineligible for conversion as provided in clause 19 of this Agreement.

32. EXCHANGE OF ANNUAL LEAVE LOADING FOR EXTRA LEAVE

- 32.1 Staff members may volunteer, in January each year, to receive three and one-half (3.5) days' leave in addition to annual leave. In return they will forfeit their entitlement to payment of annual leave loading in the year in which the additional leave is credited. These three and a half extra days' leave will be taken in accordance with normal University leave processes, but are non-cumulative and must be taken prior to 31 December in any given year.
- 32.2 Exit from the scheme is open only in January each year.

33. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 33.1 This clause constitutes the flexibility term referred to in section 202 of the *Fair Work Act 2009* (Cth) (the "Act").
- 33.2 A staff member and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which will deal with one or more of the following matters:
- (a) Structuring a pattern of working hours to enable professional staff members to work on a full-time or fractional seasonal

basis for a portion of a year receiving salary payments averaged across the whole year, varying the arrangements contained in clauses 16, 22, and 23 and Schedule 4 as and when applicable.

- (b) Accelerated leave arrangements for the taking of excess annual leave balances (in excess of 60 days) to bring the balance to not less than 30 days. An accelerated leave arrangement is only available once in the life of the Agreement for each individual staff member, and such accelerated leave may be accessed at no higher rate than double pay. To this extent only, this varies the provisions of clause 36.3.
- (c) Additional unpaid parental leave or unpaid carer's leave, varying clauses 37 and 39 as and when applicable in relation to the availability of such unpaid leave.
- (d) Allowing for different dates to be agreed between the University and the staff member for the taking of annual leave which is otherwise rostered and deemed in accordance with clause 36.3 of this Agreement.

33.3 The University will ensure that:

- (a) the arrangement meets the genuine needs of the University and staff member in relation to one or more of the matters mentioned in clause 33.2; and
- (b) the arrangement is genuinely agreed to by the University and staff member.
- (c) agreement to a flexibility arrangement may not be a precondition for reclassification, promotion or employment (except for seasonal staff engagements under clause 33.2(a)).
- (d) the staff member is advised that he/she is entitled to have a Representative negotiate a flexibility arrangement on the staff member's behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the Act.
- (e) the staff member and his/her Representative (if any) must have at least three (3) working days to consider the proposal if initiated by the University.

33.4 The University will ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the staff member being better off overall than he/she would be if no arrangement was made.

33.5 The University will ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the University and the staff member; and
- (c) is signed by the University and staff member and, if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the staff member will be better off overall in relation to the terms and conditions of his or her employment as

a result of the arrangement; and

(e) states the day on which the arrangement commences.

33.6 The University will give the staff member 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 which will be an adjunct to the University's other established record keeping processes.

33.7 The University or staff member may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the University and staff member agree in writing — at any time.

33.8 The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the University and an individual staff member contained in any other term of this Agreement.

PART E - LEAVE AND HOLIDAY ENTITLEMENTS

34. DEFINITIONS AND GENERAL CONDITIONS

34.1 For the purposes of this Part:

(a) "child" means:

- for the purposes of Parental Leave (Maternity), a child (or children from a multiple birth) born to a staff member;
- for the purposes of Parental Leave (Spouse/Domestic Partner Birth), a child (or children from a multiple birth) born by a staff member's spouse or domestic partner;
- for the purposes of Parental Leave (Adoption), a child or children of the staff member placed with the staff member through an adoption process, who is not the birth child of the staff member or the staff member's partner, and who has not previously lived continuously with the staff member for a period of six months or longer.

(b) "days" means working days.

(c) "de facto spouse" means a person of the opposite or same sex who lives with the staff member as husband, wife or partner of the staff member on a genuine domestic basis although not legally married to that person

(d) "domestic partner" has the same meaning as "de facto spouse"

(e) "expected date of delivery" means the date specified on the medical certificate provided and signed by a registered medical practitioner for the expected delivery of a child.

(f) "family member" means either:

- a member of the staff member's household; or
- a member of the staff member's immediate family which includes spouse, child, parent, grandparent, grandchild, sibling or any other person with whom the University is satisfied that the staff member has a genuine family relationship.

(g) "paid leave" refers to leave at the ordinary rate of pay.

(h) "parental leave" includes adoption leave, maternity leave, and spouse/domestic partner birth leave.

(i) "pay" for the purposes of leave means the staff member's ordinary rate of pay, provided the maximum rate payable for parental leave purposes will be no more than the ordinary rate payable at HEW level 10 or Level E for professional staff and academic staff respectively as specified in Schedule 1 of this Agreement.

(j) "spouse" includes spouse, de facto spouse, former spouse and former de facto spouse.

- 34.2 All applications for leave must be accompanied by relevant documentary evidence satisfactory to the University that the staff member is entitled to the leave requested.
- 34.3 Subject to clauses 37.7, 38.10, 39, 40.10 and 40.20, leave entitlements and arrangements in this Agreement do not apply to casual professional or Teaching Associate staff, and no casual or sessional service will count as service in determining entitlements to leave or for any other purpose.
- 34.4 Staff are not permitted to undertake paid work additional to any already approved by the University while at work at the University whilst absent on any form of paid or unpaid leave without the prior written authorisation of the University. Such authorisation will not be unreasonably withheld.
- 34.5 The entitlements under this Part of part-time staff members will be in accordance with the provisions of clause 16.19 of this Agreement.

WorkCover and Leave to Count as Service

- 34.6 The following periods will count as service for leave entitlements and accruals and for severance, termination and resignation purposes:
- (a) Any period of paid leave, including long service leave taken on half pay;
 - (b) No more than 20 days' unpaid leave for incapacity due to illness or injury continuously or in aggregate in any year of service (as distinct from a calendar year);
 - (c) No more than 26 weeks' continuous paid or unpaid parental leave;
 - (d) No more than 20 days' unpaid Election or Arbitration leave, or any other unpaid leave continuously or in the aggregate in any year of service (as distinct from a calendar year);
 - (e) Time worked on WorkCover rehabilitation with the University after the expiry of make-up pay.

Continuity of Service

- 34.7 In this Agreement (including clause 19.5):
- (a) breaks between fixed-term appointments of up to two times per year and of up to six weeks each will not constitute breaks in continuous service;
 - (b) for fixed-term research-only staff, service will be regarded as continuous, provided that any break in service does not exceed three months and such breaks do not count as service.

35. CONTINUITY OF LEAVE

Where a staff member has commenced leave prior to the date of approval of this Agreement, that staff member will continue their leave on the terms that applied at the commencement of their leave.

36. ANNUAL LEAVE

- 36.1 A staff member is entitled to 20 paid days of annual leave for each completed year of service.
- 36.2 A staff member who is a 7-day shift worker, and who is rostered to work at least 10 Sundays in the accrual period, will be entitled to an additional 5 paid days of annual leave.
- 36.3 Annual leave may be taken as a single continuous period at a time agreed between the staff member and the relevant supervisor, and up to 20 days may be granted in advance of the date on which the entitlement accrues. If agreement cannot be reached on the time of taking of leave, the staff member may appeal in accordance with the following:

- (a) For an academic staff member, the staff member may appeal to the Dean for final resolution. If the Dean is the staff member's supervisor, the staff member may appeal to the Executive Director, Monash HR; and
- (b) For a professional staff member, the staff member may appeal to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member's supervisor, the staff member may appeal to the Executive Director, Monash HR. Where the Executive Director, Monash HR is the staff member's supervisor, the staff member may then appeal to the Chief Operating Officer.

36.4 Where a staff member ceases employment with the University payment in lieu of annual leave credits accrued up to the date of termination of employment will be paid on termination, provided that where termination of employment is due to the staff member's death such payment will be made to the staff member's estate. Payment in lieu will 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.

36.5 The process by which annual leave will be managed is as follows:

- (a) A staff member will receive an email when his/her leave balance is 20 or more days but less than 25 days and again when the balance is 25 or more days but less than 30 days. These emails will serve the purpose of advising the staff member that he/she is close to reaching the maximum permissible limit of 30 days and that to avoid this the staff member should negotiate a leave plan with his/her supervisor.
- (b) If the staff member's leave balance reaches 30 days, an email will be sent to the staff member. This email will advise the staff member that he/she has reached the maximum permissible limit of 30 days and that any accrual of leave beyond this limit will constitute "excess annual leave" (EAL).
- (c) Should the staff member not submit an application for annual leave within two weeks of receipt of the email after his/her leave balance reaches 30 days, his/her supervisor may direct the staff member, in writing, to submit a leave proposal that will eliminate the EAL including any additional leave accrued during any notice period.
- (d) If the staff member:
 - (i) has EAL as at 31 December; and
 - (ii) has not submitted to the University by the following 7 January an annual leave application that will when the leave is taken result in elimination of the EAL,

he/she will by operation of this clause be rostered and deemed to be on annual leave from his/her first expected working day on or after 7 January.

The duration of such leave will be for the number of days that, after taking the leave, will bring the staff member's leave balance down to 20 days and the staff member's annual leave will be reduced accordingly.

- (e) An eligible staff member may make an application in writing to the Executive Director, Monash HR to cash out annual leave. An eligible staff member is a staff member in fixed-term or continuing employment:
 - (i) who has not previously had an application to cash out annual leave granted other than under (ii) below; or
 - (ii) who will have EAL as at 31 December as a consequence of a fraction of employment reduction subsequent to 30 November in the same year and who makes application to cash out by 7 January in the following year.

The minimum period of leave to be cashed out is one week. A minimum balance of 4 weeks annual leave must be maintained for an application to cash out leave to be accepted. All payments made when cashing out annual leave are not superannuable and do not count as service. Staff members are advised to seek financial advice before making an application to cash out leave. Any acceptance of an application to cash out annual leave must be documented in a written agreement between the staff member and the University.

37. SICK AND CARER'S LEAVE

Sick leave

- 37.1 A staff member who meets the requirements described in this clause will be entitled to the following paid leave if unable to perform his/her duties due to an illness or injury:
- (a) For continuing appointments, on commencement of appointment the staff member will be credited with 30 days of sick leave and a further 15 days for each year of service after initial service of 24 months;
 - (b) For fixed-term appointments of 24 months or more, the same as for continuing appointments;
 - (c) For fixed-term appointments of less than 24 months, on commencement of appointment the staff member will be credited with pro rata 30 days of sick leave per 24 months of service. After expiry of the initial fixed-term appointment the staff member will be credited with a further 15 days for each year of service.
- 37.2 Unused sick leave entitlements accumulate from year to year.
- 37.3 For sick leave absences in excess of either three consecutive days (including weekends and public holidays) or six aggregate days in any year of service, a staff member will be required to provide satisfactory evidence of illness or incapacity. Provided that clause 34.2 will apply where the University has reasonable grounds to dispute the genuineness of the staff member's illness or incapacity.
- 37.4 A staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of proof that he/she was ill during the period of leave.
- 37.5 Sick leave credits with employers recognised by the University for long service leave prior service purposes (see clause 38) will be transferable up to a maximum of 30 days. Where a staff member was previously employed by the University and returns to continuing or fixed-term employment with the University within a period of 12 months or less, any unused sick leave from the staff member's previous employment with the University will be recredited to the staff member.

Carer's Leave

- 37.6 A staff member will be entitled to access sick leave credits to provide care to a family member who requires the staff member's care because of illness, injury or unexpected emergency affecting the family member. The conditions prescribed in clauses 37.1 to 37.5 will apply save that reference to illness or incapacity of the staff member will be read as a reference to illness or incapacity of the family member.
- 37.7 If a staff member is required to care for a family member because of an injury, illness or unexpected emergency but either has exhausted his/her sick leave credits or is employed as a casual, the staff member is entitled to unpaid leave for a maximum of 2 days for each occurrence.
- 37.8 For carer's leave and unpaid carer's leave, a staff member must on each occurrence provide satisfactory evidence of the need to be absent from work on carer's leave.
- 37.9 A staff member may apply to have accrued sick leave substituted for annual or long service leave on presentation of satisfactory evidence that, had the staff member been at work during the period of leave, the staff member would have needed to be absent from work on carer's leave.

38. LONG SERVICE LEAVE

- 38.1 A staff member that has at least 10 years of recognised continuous service and who meets the requirements described in this clause will be entitled to 13 weeks paid leave after 10 years of continuous service and 1.3 weeks for every additional year thereafter.
- 38.2 Where service is not continuous and any break in service either with the University or a recognised prior service employer does not exceed 12 months, the staff member's recognised service will be the aggregate of his/her period of service (including any prior recognised service).
- 38.3 A staff member will be entitled to have service with previous employers as listed in clause 38.4 recognised as prior service for long service leave purposes where:
- (a) he/she makes a claim for recognition of that prior service within six months of his/her appointment (including any appointment following a period of exclusively casual or sessional service with the University); and

- (b) there is no break in service with a recognised prior service employer of more than 12 months.

Where the staff member does claim recognition of prior service for long service leave purposes, the University will notify the staff member of the amount of recognised service as soon as possible but no later than 12 months after the date of appointment. Where previous service is recognised the University may require that the staff member complete up to three years' service with the University before long service leave may be taken.

38.4 Subject to clause 38.3, prior service of up to 10 years with the following employers will be recognised for the purposes of long service leave:

- (a) Any public Australian University or TAFE Institutes.
- (b) The Commonwealth or any State/Territory Public Service and instrumentalities including the armed forces and bodies with which the Public Services have reciprocal relations as published from time to time in the regulations of the Public Service.
- (c) Institutions that carried the following names under the repealed Schedule 2 of the *Post-Secondary Education Act 1978* (Vic): Ballarat College of Advanced Education; Bendigo College of Advanced Education; Caulfield Institute of Technology; Footscray Institute of Technology; Gippsland Institute of Advanced Education; Lincoln Institute of Health Sciences; Prahran College of Advanced Education; Preston Institute of Technology; Royal Melbourne Institute of Technology Limited; State College of Victoria at Burwood; State College of Victoria (at Coburg, Frankston, Hawthorn, Melbourne, Rusden and Toorak); State College of Victoria—Institute of Catholic Education; State College of Victoria—Institute of Early Childhood Development; Swinburne College of Technology Limited; The Victorian College of the Arts; Victorian College of Pharmacy Limited; Warrnambool Institute of Advanced Education.
- (d) Employers by negotiation between the staff member and the University at the time of the staff member's appointment.
- (e) CSIRO, Monash University companies, Australian inter-university bodies (e.g. Universities Australia) and the TAFE Board (professional staff only).

38.5 The following will not count as service for long service leave purposes:

- (a) Any period of service subsequent to the date from which a pension is payable under the provision of the *Superannuation Act* or of such other pension schemes as may apply where the staff member retires on the grounds of age or ill-health.
- (b) Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which a staff member has an entitlement to payment in lieu by a previous employer, provided that any such period of service will be included for the purpose of satisfying the requirement that a minimum of 10 years be served before long service leave may be taken.

38.6 A staff member is entitled to choose the time for taking long service leave provided that at least three months' written notice is given, and the minimum block of long service leave taken at any one time is two weeks, regardless of the level of leave accrued. A staff member may apply for leave on full pay; double the period of leave entitlement but at half pay; or leave at double pay provided the long service leave balance is 19.5 weeks or more. Where the staff member takes leave at double pay, his/her accrued long service leave credits will be reduced by twice the amount of leave actually taken.

38.7 The University may on at least three months' written notice direct a staff member to reduce his/her long service leave balance if it exceeds 136.5 calendar days (19.5 weeks). A staff member must submit a leave proposal to his or her supervisor within two weeks of receiving such a direction. If the staff member fails to submit a leave proposal, the staff member will, by operation of this clause, be rostered and deemed to be on paid long service leave from 31 December of the year in which the notice was received for such period as is necessary to reduce his/her long service leave balance to 19.5 weeks. These provisions will not apply where a staff member notifies the University in writing that he or she intends to retire within 24 months, such notification being irrevocable by the staff member, unless otherwise agreed by the University.

38.8 Where a staff member's time fraction has varied, the staff member may choose to be paid in accordance with one of the following options:

- (a) at the ordinary rate with leave entitlements adjusted pro rata for any variations in fraction during the accrual period; or
- (b) the ordinary rate of pay adjusted to the staff member's average fraction over the accrual period as at the date of commencement of leave.

- 38.9 Payment in lieu of long service leave calculated on a daily basis equivalent of 1.3 weeks per annum will be paid when the staff member's employment with the University is terminated in the following circumstance:
- (a) At the initiative of the staff member or the University:
 - (i) after 10 years' service, including recognised service with another employer; or
 - (ii) after four years' service on the grounds of age retirement (where the staff member is eligible to receive a retirement benefit from his/her superannuation scheme) or death; or
 - (b) At the initiative of the University after four or more years of service on the grounds of ill-health; or
 - (c) The staff member is entitled to severance pay under clause 19.7.5 of this Agreement and has five or more years of continuous service calculated from the date of commencement on a fixed-term contract which commenced on or after 22 November 2005.
- 38.10 In accordance with the *Fair Work Act 2009*, service with Monash University as a casual or Teaching Associate from 29 January 2010 which meets the requirements of the *Long Service Act 1992* (Vic) will count as service with Monash University for long service leave under this Agreement. Service with Monash University as a casual or Teaching Associate prior to 29 January 2010 will not count as service with Monash University for calculating any long service leave entitlements.

39. PARENTAL LEAVE

Entitlement to parental leave for birth mothers

- 39.1 Staff members being birth mothers having continuous service of at least 24 months are entitled to leave for a continuous period of up to 52 weeks comprising 14 weeks at 100% pay (to conclude no later than 14 weeks following the date of delivery) and 38 weeks at 60% pay.
- 39.2 Staff members being birth mothers having continuous service of –12 months or more but less than 24 months are entitled to leave for a continuous period of up to 52 weeks comprising 14 weeks' leave at 100% pay (to conclude no later than 14 weeks following the date of delivery) and leave at 60% pay at the rate of 3.16 weeks for each completed month of service after the first 12 months, plus unpaid leave for any remainder of the continuous 52-week period.
- 39.3 Staff members being birth mothers having continuous service of less than 12 months are entitled to leave for a continuous period of up to 52 weeks (to conclude no later than 52 weeks following the date of delivery) comprising leave at 100% pay at the rate of 1.16 weeks for each completed month of service (to conclude no later than 14 weeks following the date of delivery) plus unpaid leave for the remainder of the continuous 52-week period.

Entitlement to parental leave for adoption

- 39.4 A staff member that has been approved for the adoption of a child will be entitled to leave equivalent to the leave entitlement of a birth mother under clauses 39.1 to 39.3, according to the staff member's length of continuous service and with "date of placement" substituted for "date of delivery".

Entitlement to parental leave for staff with spouses/domestic partners

- 39.5 A staff member being primarily responsible for the ongoing care of a child born to his/her spouse/domestic partner will be entitled to unpaid leave for a continuous period for up to 52 weeks from the date of delivery (less any other period of parental leave already taken by the staff member pursuant to clause 39.6).
- 39.6 Where a staff member is absent to assist the birth mother immediately before or after the birth and the birth mother is the staff member's spouse/domestic partner, the staff member will be entitled to leave of five paid days and up to 10 unpaid days with all such leave to be taken within the period commencing one week prior to the expected date of birth and concluding not later than six weeks after the birth.

Entitlement to parental leave for long term casuals

- 39.7 Staff members engaged as long-term casuals are entitled to 12 months' unpaid parental leave.

Notice of parental leave

39.8 A staff member is required to give at least four weeks' written notice prior to commencing parental leave.

Commencement of Parental Leave

39.9 Parental leave commences:

- (a) on the date of placement of the adopted child in the case of adoption leave;
- (b) no earlier than six weeks prior to the expected date of delivery in the case of maternity leave, unless medical evidence recommends otherwise; and,
- (c) no earlier than one week prior to the expected date of delivery in the case of spouse/domestic partner birth leave.

On at least seven days' notice, a supervisor may request a pregnant staff member to obtain:

- medical evidence that she is fit for work; and
- if the staff member is fit for work, medical evidence as to whether it is inadvisable for the staff member to continue in her present position because of illness or risks arising out of the pregnancy, or hazards connected with the staff member's position.

If the staff member:

- fails to provide the requested medical evidence within seven days of the supervisor making the request; or
- provides medical evidence indicating that she is either unfit for work or it is inadvisable that she continue working,

the supervisor may direct the staff member to commence maternity leave at any time within six weeks prior to the expected date of delivery.

Continuous Period of Leave

39.10 Unless otherwise agreed with the University, all adoption leave and maternity leave (including any leave at 60% pay shared between spouses under clause 39.16 of this Agreement) must be taken as a continuous period.

Accessing unpaid parental leave after 12 months

- 39.11 (a) A staff member who has completed at least 12 months' continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of the placement of the adopted child/expected date of the placement of the adopted child) and who has already taken 12 months' parental leave, may request an additional period of up to 12 months' unpaid parental leave, to commence immediately following the end of the available parental leave period. The request must be in writing and must be given to the University at least four weeks before the end of the available parental leave period. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.
- (b) A staff member who has completed at least 12 months' continuous service with the University immediately prior to the date of delivery/expected date of delivery (or the date of placement of the adopted child/expected date of placement of the adopted child), and whose spouse/domestic partner has already taken up to 24 months' parental leave immediately prior for the care of their child, is entitled to a maximum period of 12 months' unpaid parental leave to be taken and concluded within 24 months of the date of delivery/placement..

Return To Work After Parental Leave

39.12 At the end of a period of parental leave, a staff member is entitled to resume work on the same substantive classification, fraction of employment, and salary and with commensurate duties as applied prior to the commencement of leave, subject to the provision by the staff member of at least 4 weeks' prior confirmation of return to work after the date of delivery. With at least 6 weeks' notice prior to return to work, a staff member who has completed at least 12 months' continuous service with the University immediately prior to making the request, who is returning from parental leave and who has responsibility for the care of the child may request a reduced working year arrangement in accordance with clause 30, or a reduced fraction for a specified period of time or any other flexible working arrangement. The request must be in writing and must set out the details of the change sought and the reasons for the change. The University will provide a written response to the staff member granting or refusing the request within 21 days of the request being made.

Where a staff member does return from parental leave on a reduced fraction and commences a subsequent period of paid parental leave, the fraction applied for determining paid parental leave entitlements of the staff member during that subsequent period of paid parental leave will be:

- (a) the staff member's average fraction for the 12-month period immediately preceding commencement of that subsequent period of paid parental leave; or,
- (b) the staff member's average fraction for the period since his/her last return from parental leave,

whichever is the lesser period.

- 39.13 Clauses 39.11 and 39.12 do not apply to a casual or Teaching Associate unless the staff member is a long term casual (as defined) of the University immediately prior to making the request.

Return-to-Work Conversion Options

- 39.14 A staff member with an entitlement to adoption or maternity leave at 60% pay and who intends to return to work before exhausting his/her entitlement to leave at 60% pay is entitled to one of the following conversion options upon his/her return to work:

- (a) Return to work on a reduced fraction (subject to the agreement of the University) and at a rate of pay nominated by the staff member up to 100% of pay, provided that the staff member has already taken at least 26 weeks' paid adoption or maternity leave and remains on a reduced fraction; or
- (b) Payment of the cash value of the unexpired portion of his/her leave at 60% pay entitlement at the election of the staff member as either a lump sum, a fortnightly allowance, or payment of child care fees for University-provided child care (subject to the staff member assuming liability for any FBT costs), whether or not the staff member returns to work on a reduced fraction.

Provided that any payments made under a return-to-work conversion option will only continue until the cash value of the unexpired portion of the staff member's leave at 60% pay entitlement is exhausted or the 52nd week following the date of commencement of the staff member's period of adoption or maternity leave expires, whichever is the earlier. The cash value of the unexpired portion of the staff member's leave at 60% pay entitlement excludes superannuation contributions. Any unused portion of the staff member's entitlement to leave at 60% pay remaining at the staff member's date of termination of employment will be foregone and the University will have no liability to make any payment in lieu for such entitlement foregone.

Nomination of Return-to-Work Conversion Option

- 39.15 Eligible staff members intending to take up a return-to-work conversion option are required to nominate their selected option at the time of applying for parental leave. Provided that a staff member (and/or his/her spouse pursuant to clause 39.16) may subsequently change his/her election on at least 14 days' written notice prior to his/her return to work from parental leave, and the University may charge the staff member an administration fee to cover any costs incurred as a consequence.

Transfer of Leave at 60% Pay Entitlement

- 39.16 A staff member:

- (a) with an entitlement to adoption or maternity leave at 60% pay;
- (b) who is succeeded by his/her spouse as the child's primary caregiver; and
- (c) whose spouse is employed by the University

may transfer the remainder of his/her leave at 60% pay entitlement to his/her spouse. Provided that if the spouse receives the leave at 60% pay entitlement as a return to work conversion option and he/she has not reduced his/her fraction of employment after assuming primary caregiver responsibility, the cash value of the entitlement will be based on that spouse's pay which is the lesser.

Return to Work Obligation

- 39.17 A staff member (and/or his/her spouse pursuant to clause 39.16) will enter into a Deed with the University as a condition of payment for any leave at 60% pay entitlement and/or return-to-work conversion option. The Deed will specify that the staff member is obliged to return to work for a period equivalent to:

- (a) the period of leave taken at 60% pay (irrespective of the staff member's return to work fraction); and/or
- (b) the period it takes for the staff member to earn salary (inclusive of additional hours, overtime, shift work, and/or higher duties allowances but exclusive of any benefit paid as salary under the return-to-work conversion option) equivalent in aggregate to the cash value of the return-to-work conversion option benefit received.

Discharge of the staff member's return-to-work obligation commences immediately upon his/her return to work, including a return to work under a return-to-work conversion option, but excludes any period of leave following the staff member's return to work.

In the event that the staff member resigns or is dismissed and he/she has failed to fully discharge his/her return to work obligation, the staff member will be required to pay the University restitution for the shortfall. In instances where the staff member fails to return to work for a period equivalent to the period of leave taken at 60% pay, employer superannuation contributions made during the period of such leave will be included in the calculation of restitution owing. Any balance outstanding will be deducted from any entitlements otherwise due to the staff member upon termination of employment. The Deed will make it clear that a staff member may elect to extend his/her period of parental leave in accordance with clause 39.11. A decision by a staff member to extend his/her period of parental leave does not absolve the staff member of his/her obligations under the Deed. However, the fulfilment of those obligations may be delayed until the staff member returns to work.

39.18 A staff member's parental leave will be cancelled where the staff member:

- (a) returns to work following parental leave;
- (b) ceases as the adopted child's primary caregiver following the date of placement;
- (c) ceases to accept responsibility for the ongoing care of the child in the case of spouse/domestic partner birth leave;
- (d) has applied for maternity leave and her pregnancy ends other than by the birth of a living child, whether or not maternity leave has commenced; and/or
- (e) ceases as the child's primary caregiver during maternity leave and at least 14 weeks have expired from the date of delivery or her entitlement to maternity leave at 100% pay has been exhausted, whichever is the earlier.

A staff member will have no parental leave entitlements beyond the date of termination of his/her employment with the University.

Termination or Still Birth

39.19 Where a staff member's pregnancy has proceeded for at least 20 weeks and her pregnancy either terminates or results in a still birth, she will be entitled to leave up to a maximum aggregate continuous period of 26 weeks comprising:

- (a) paid leave equivalent to the staff member's maternity leave at 100% pay entitlement that would otherwise have applied, or the remaining balance thereof; and
- (b) unpaid leave.

Provided that the maximum aggregate continuous period may be extended to 52 weeks where certified by a medical practitioner.

Such staff member will resume duty at a time agreed upon in consultation with her supervisor.

39.20 A staff member on unpaid maternity leave who has an accrued sick leave entitlement and is ill as a result of her pregnancy or childbirth is entitled to be placed on sick leave for the period of illness subsequent to the expiration of her paid maternity leave, provided she submits a medical certificate or statutory declaration in support.

Parental Leave During Holidays

39.21 Where Labour Day, Queen's Birthday or Melbourne Cup Day, fall during a period of parental leave counting as service, the staff member will accrue an entitlement to one and two-thirds days' holidays in lieu for each day. Where the staff member returns to work in the same year that the entitlement is accrued, it will be taken at the next Christmas/New Year closedown. If not, the accrued holiday entitlement is required to be taken prior to the next closedown period.

39.22 All other holiday entitlements will be foregone by staff on parental leave.

40 OTHER LEAVE

40.1 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

Accompanying Spouse Overseas Leave

40.2 A staff member will be entitled to unpaid leave for the period of travel to accompany a spouse overseas provided that:

- (a) the spouse is also employed by the University; and
- (b) the spouse is travelling overseas whilst on long service leave or as part of an Outside Studies Program or staff training or at the direction of the University; and
- (c) the staff member has been granted such leave on less than two occasions previously; and
- (d) such leave will be subject to the University's approval with regard to operational requirements.

Arbitration Leave

40.3 A staff member conducting a case in the Fair Work Commission that directly relates to the staff member's employment with the University will be entitled to paid leave throughout the hearing of the case. Unpaid leave of up to three months for the preparation of a case in the Fair Work Commission is available to a staff member conducting and/or preparing a case in the Fair Work Commission.

40.4 Arbitration leave, whether paid or unpaid, is only available for up to two staff members in a calendar year for each Fair Work Commission case.

Blood Donor Leave

40.5 A staff member who elects to donate blood will be granted paid leave for the period required for each attendance.

Ceremonial Leave

40.6 Staff members who identify as, and are accepted as members of the Aboriginal or Torres Strait Islander community will be entitled to up to a maximum of 5 days of paid leave per calendar year plus an additional period of up to a maximum of 10 days' leave without pay per calendar year for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Day Observance Committee week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.

40.7 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.

40.8 Other than in exceptional circumstances supported by evidence submitted by the staff member and satisfactory to the University, approval of ceremonial leave is subject to application at least 14 days prior to the intended commencement of leave.

Compassionate Leave

40.9 A staff member (other than a casual staff member) whose family member dies or suffers a serious illness or injury that poses a threat to the life of the family member will be entitled to paid leave of up to three working days on each occasion.

40.10 A casual staff member whose family member dies or suffers a serious illness or injury that poses a threat to the life of the family member will be entitled to unpaid leave of up to two days on each occasion.

40.11 Additional paid leave may be granted due to special circumstances such as extensive travel.

Court Appearances Leave

40.12 A staff member who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his/her employment (which is deemed to include a staff member who is summoned as a witness in proceedings of the Fair Work Commission) will be entitled to paid leave for the period of such appearance.

40.13 A staff member who is required to appear in court in a capacity other than as specified in clause 40.12 will be entitled to leave without pay for the period of such appearance.

Defence Reserve Forces Leave

- 40.14 A staff member who is a member of the Defence Reserve Forces will be entitled to:
- (a) paid leave for the purpose of attending an annual training camp conducted by or on behalf of the Defence Reserve Forces of 14 calendar days' duration or, where the commanding officer of the relevant service unit certifies that such training exceeds 14 days, of up to 18 calendar days' duration;
 - (b) paid leave for a period not exceeding 14 calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid will be the amount the staff member would have received had the staff member remained on duty less any pay received by the staff member, including marriage and separation allowances, by reason of attendance at any such school, class or course.

Election Leave

- 40.15 A staff member standing as a candidate for election to Federal or State government will be entitled to unpaid leave not exceeding the election period.

Family Violence Leave

- 40.16 Leave available to staff experiencing family violence is as provided at clause 46 of this Agreement.

Firefighting and Emergency Assistance Leave

- 40.17 A staff member who is a member of any voluntary organisation and who has responded to a request by the government or other competent authority to assist in firefighting or other forms of emergency assistance will be entitled to paid leave for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the government or other competent authority concerned.
- 40.18 A staff member granted leave under clause 40.17 will be entitled to a further one day's paid leave on the completion of the service for the purpose of recovering from such participation.

Isolation Leave

- 40.19 A staff member 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, will be granted paid isolation leave for the period that the staff member is required to be absent and will not have such leave deducted from sick leave credits.

Jury Service Leave

- 40.20 A continuing or fixed-term staff member who is required to attend a court for the purpose of jury service will be entitled to paid leave for the duration of such attendance. Any jury service entitlement for casual staff will be in accordance with the *Juries Act 2000* (Vic).
- 40.21 If required for jury service whilst on annual leave or long service leave, no deduction will be made from a staff member's annual or long service leave credits for any jury service attendance.

Professional Staff Study Leave

- 40.22 A professional staff member holding a fractional appointment of 0.5 or more is entitled to four paid hours per week study leave for attendance at an approved course of study (including examinations) that is relevant to the University and the staff member.

Religious Purposes Leave

- 40.23 A staff member will be entitled to leave without pay of up to three working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence, such as a statutory declaration, is submitted to the staff member's supervisor in support of a claim for such leave.

Relocation Leave

- 40.24 A staff member is entitled to two days' paid leave if required to remove household goods to a relocated residence due to a direction by the University to perform all or the major part of his/her duties at a place other than the staff member's previous place of work.

Repatriation Leave

- 40.25 A staff member will be entitled to be granted repatriation leave for illness due to disabilities certified by the Department of Veterans Affairs as having directly resulted from war service. Such paid leave will be granted for up to 15 days during each year of service and will not be deducted from sick leave credits. Such leave will accumulate if not taken provided that the total of the accumulated leave will not, at any time, exceed 100 days.

Special Leave for Additional Purposes

- 40.26 A staff member may be entitled to paid or unpaid leave for circumstances unspecified in this part at the total discretion of the University.

Sporting Leave

- 40.27 A staff member participating as a competitor or officiating as an accredited official in a sport event will be entitled to:
- (a) up to four weeks' paid leave for Olympic, Commonwealth or Pacific Conference games; and
 - (b) up to four weeks' unpaid leave for all other events in any calendar year.
- 40.28 Approval of sporting leave is subject to application at least 14 days prior to the intended commencement of leave.

Workplace Relations Training Leave

- 40.29 A staff member is entitled to a maximum of 10 days' paid leave in any two consecutive years to attend a course or courses which contribute to a better understanding of workplace relations.
- 40.30 Where a staff member's application for Workplace Relations Training Leave is not approved, the staff member may appeal to his/her Dean or Divisional Director as appropriate.

41. UNIVERSITY HOLIDAYS

- 41.1 Staff members will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day and Boxing Day, or such other days, as the Vice-Chancellor may declare. Labour Day, Queen's Birthday, and Melbourne Cup Day are normal working days for all staff but applications for annual leave on any of those days by any staff member will ordinarily be approved.
- 41.2 Where a public holiday recognised by the University occurs on a rostered day off the University may grant an additional day's pay or leave to be taken at a mutually agreed time.
- 41.3 No deduction will be made from annual, sick or long service leave credits for holidays observed by the University which occur during a period of leave.
- 41.4 Staff working overseas will be provided holidays in accordance with the relevant foreign country's official public holidays without loss of pay. Staff working overseas will not be entitled to holidays under clause 41.1. If the number of public holidays in the relevant foreign country is less than the number of holidays in clause 41.1, the shortfall shall be added to the staff member's annual leave accrual.
- 41.5 During a period of unpaid leave including for proceedings in the Fair Work Commission, participation in sporting events, standing for elections, or accompanying a spouse overseas, the staff member has no access to University holidays.

42. CHRISTMAS/NEW YEAR CLOSEDOWN ARRANGEMENTS

- 42.1 The period of each Christmas/New Year closedown will comprise Christmas Day, Boxing Day, New Year's Day and a further five days to be declared by the Vice-Chancellor. The five days declared by the Vice-Chancellor will be the days falling between Christmas Day and New Year's Day (excluding any Saturday or Sunday or public holiday). In the event that there is a shortfall of such days available between Christmas Day and New Year's Day, the day(s) (excluding any Saturday or Sunday or public holiday) immediately before Christmas Day and/or immediately following New Year's Day will be declared for the remainder.

- 42.2 Unless required to work by the University, staff will be absent from duty for the duration of the Christmas/New Year closedown period. Work performed by a professional staff member on any of the five days declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day will be paid the applicable holiday penalty rate as provided at clause 75.9.
- 42.3 Staff who work Labour Day, Queen's Birthday, and/or Melbourne Cup Day (other than casual professional and Teaching Associate staff) will accrue paid time off at the rate of one and two-thirds days for each day worked. Such paid time off will be used to cover the absence from duty of a staff member during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day. Provided that a staff member who leaves the employ of the University prior to the commencement of the closedown period will receive payment in lieu at the rate of one and one-third days' pay for each one and two-thirds days of accrued time off.
- 42.4 Where a staff member has accrued insufficient paid time off for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day to cover his/her absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the staff member will be debited annual leave to cover the shortfall unless otherwise agreed between the staff member and the University. In the event that the staff member has insufficient annual leave to cover the shortfall and annual leave in advance is not granted under clause 36.3, the staff member will be granted leave without pay to cover the remainder of the shortfall.
- 42.5 Where the paid time off accrued by the staff member for working Labour Day, Queen's Birthday, and/or Melbourne Cup Day more than covers his/her absence from duty during the five days of the closedown period declared by the Vice-Chancellor in addition to Christmas Day, Boxing Day, and New Year's Day, the balance of the staff member's accrued time off remaining after the end of the closedown period will be taken before the commencement of the next closedown period at a time agreed between the staff member and his/her supervisor. Any balance of accrued time off remaining to the staff member either at the commencement of the next closedown period or at the termination of his/her employment, whichever is the earlier, will be foregone and the University will have no liability to make any payment in lieu.

PART F - STAFF WELFARE MANAGEMENT

43. LEAVE OR MAKE-UP PAY TO INCAPACITATED STAFF MEMBERS

- 43.1 A staff member who suffers injury causing partial or total incapacity for work and who receives compensation pursuant to the *Workers Compensation Act 1958*, the *Accident Compensation Act 1985*, and/or the *Workplace Injury Rehabilitation and Compensation Act 2013* will be granted make-up pay or leave for a maximum continuous or aggregate period of 52 weeks in respect of any one injury as follows:
- Total injury - Leave at a rate of pay equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the amount of weekly compensation received by the staff member
- Partial injury - Make-up pay by the University equal to the difference between the rate of pay payable if the staff member had continued to perform the duties being performed immediately preceding the occurrence of the injury and the sum of the amount of weekly compensation received by the staff member and the weekly amount the staff member is earning in the employment (whether with the University or another employer) in which the staff member is employed by reason of such partial incapacity.
- Provided that the "rate of pay payable" herein will exclude any payment for overtime or travelling allowance or incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred.
- 43.2 A staff member who suffers partial injury and can obtain suitable employment only with an employer other than the University will continue to be paid make-up pay by the University on condition that the staff member furnishes evidence to the University's satisfaction of the rate of weekly compensation and the rate of actual earnings he/she is receiving from the other employer. Provided that there will be no entitlement to continued payment of make-up pay where the staff member was employed on a fixed-term contract by the University and the term of the contract expires.
- 43.3 Where a staff member attempts a graduated return to work, that fraction of the week that the staff member is performing duties will not be counted in the aggregate period of incapacitation leave provided for in this clause.
- 43.4 Where a staff member receiving or who has received make-up pay has made a civil claim for damages in connection with the injury to which such make-up pay relates he/she will advise the University in writing and will, if required by the University, authorise it to obtain such information as is reasonably required regarding the progress of such claim from the staff member's solicitors.

- 43.5 Where a staff member who has received make-up pay recovers damages from the University or another pursuant either to a judgment or settlement, which includes damages for loss of income in respect of the injury for which the staff member has received make-up pay, he/she will repay to the University such make-up pay as he/she has received from the University. Where the damages are recovered under a judgment and have been reduced for the contributory negligence of the staff member, the staff member will repay such amount of make-up pay as he/she has received from the University as is pro rata to the damages recovered having regard to such contributory negligence.
- 43.6 A staff member who is granted sick leave in respect of a workplace injury and who subsequently receives compensation in respect of such incapacity pursuant to the *Workers Compensation Act 1958*, the *Accident Compensation Act 1985*, and/or the *Workplace Injury Rehabilitation and Compensation Act 2013* will have restored to his/her credit sick leave equal to the value of the sick leave taken in respect of his/her incapacity.
- 43.7 A staff member who applies for leave under this clause may upon application be granted sick leave up to a maximum of the staff member's sick leave credits to cover such absence, provided however that no staff member shall will be concurrently entitled to sick leave and leave pursuant to this clause.
- 43.8 Sick leave granted will be paid at a weekly rate not exceeding the sum of the following:
- (a) The weekly value of the workers' compensation payment to which the staff member may become entitled;
 - (b) The weekly payment for which the staff member will be eligible if granted leave pursuant to this clause.

If sick leave is granted for a period and the staff member is subsequently granted leave pursuant to this clause for the same period or part thereof on account of the same injury, sick leave will be restored to the staff member's credit equal to the period of overlap.

44. OCCUPATIONAL WELFARE

- 44.1 This clause deals with circumstances of seriously inappropriate behaviour, which might otherwise be the subject of disciplinary action or ill-health retirement under clauses 51, 53 or 54, but where neither of these may be appropriate because the problem appears to be only temporary, or inappropriate behaviour appears to have some acute psychological or medical cause.
- 44.2 Where, in the opinion of the University and/or the staff member, any of the following (or similar factors) is adversely affecting the staff member's work performance
- stress, including personal or relationship problems;
 - health concerns;
 - alcohol and/or drug dependency and/or compulsive gambling
- the staff member may, or the University may request that the staff member, make application for leave with pay or without pay to undertake an approved rehabilitation or counselling or treatment programme.
- 44.3 In determining whether leave is to be granted, the University may take into account the amount of accrued leave available to the staff member.
- 44.4 Where leave has been granted, failure to undertake such an approved rehabilitation or counselling programme may result in the University seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.
- 44.5 Where the staff member refuses a request to take leave, the University may direct the staff member to attend an interview during normal working time with a properly qualified member of the University Counselling Service who may, on the basis of a report from the University and that interview (or such further interview as the Counsellor may consider necessary) refer the staff member for assessment for such rehabilitation, treatment or counselling as the Counsellor considers may be appropriate. Pending such interviews and/or assessments, the University may direct the staff member not to perform his/her normal duties. Should the staff member refuse to attend such interviews or assessments, the University may direct that the staff member take sick leave until either 14 days have elapsed or until the staff member undertakes the interviews or recommended assessment. If at the end of the 14 days, the staff member still refuses the required interview or any recommended assessment, the University may have recourse to relevant provisions of this Agreement, as an alternative remedy to the situation.
- 44.6 Nothing in this clause will be taken as affecting the operation of any workers' compensation scheme.

45. OCCUPATIONAL HEALTH AND SAFETY

- 45.1 The parties recognise that minimising risks to the health and safety of staff is a legal responsibility of the University and of staff and that the legal framework for best achieving this is a consultative one. Accordingly, the University shall invite the NTEU to nominate someone to attend each meeting of the University OHS Committee. The University shall report to that committee its activity in relation to workplace bullying in particular, including claims of its occurrence and the Faculty or Division in which they arose.
- 45.2 All Health and Safety Representatives (HSRs) will be kept informed of the availability of relevant training and encouraged to participate in this training. Advice will be provided to the Manager, OHS of participation in training by HSRs, and the Manager, OHS will maintain a record of the training undertaken by HSRs.

46. FAMILY VIOLENCE

- 46.1 The University recognises that both female and male staff members sometimes experience situations of violence or abuse in their personal life constituting family violence that may affect their attendance or performance at work.

The University accepts the definition of family violence as provided by the *Family Violence Protection Act 2008 (Vic)* and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.

- 46.2 The University may offer staff members experiencing family violence a broad range of support. This includes where appropriate:
- (a) access to accrued sick leave for absences due to family violence experienced by the staff member;
 - (b) approval of paid family violence leave at the discretion of the Dean (or equivalent) for absences due to family violence experienced by the staff member;
 - (c) flexible working arrangements, including changes to working times consistent with the needs of the work unit; and
 - (d) changing work location, telephone number or email address.

Where a staff member requests such support, the staff member may elect to submit that request to either his/her supervisor or the University's designated family violence contact officer(s). Approval of such request will be subject to endorsement by the Executive Director, Monash HR (or his/her nominated delegate), and the quantum of any paid family violence leave will be determined by the situation of the individual staff member through consultation between the staff member and either his/her supervisor or the University's designated family violence contact officer(s).

- 46.3 For the purposes of endorsing the approval of a request for support from a staff member experiencing family violence, the Executive Director, Monash HR (or his/her nominated delegate) may require the provision of relevant documentary evidence satisfactory to the University of family violence. This may include a document issued by police, a court, a medical practitioner, a district or maternal and child health care nurse, a family violence support service, or a lawyer or a statutory declaration of the staff member.

47. ENVIRONMENTAL SUSTAINABILITY

- 47.1 The parties are committed to improving the sustainability performance of the University through promoting a culture of sustainability, ensuring that the operations are managed in a manner that minimises the University's environmental and social impacts and through enabling the integration of sustainability principles and practices into teaching and learning, research and community engagement of the University.

- 47.2 The University will meet its commitment to sustainability through adopting the following principles:
- (a) Ensuring sustainability is reflected in the University's strategic documents;
 - (b) Developing an annual sustainability reporting framework;
 - (c) Developing education for sustainability through utilising the University's research, curriculum and administrative practice to enhance organisational sustainability;
 - (d) Incorporating the principles of Ecologically Sustainable Design (ESD) into all capital and infrastructure projects;

- (e) Providing training and support for staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
- (f) Undertaking research which will develop and strengthen partnerships that address sustainable development;
- (g) Building capacity in the community by producing graduates who are literate about sustainability through their experience at the University; and
- (h) Partnering with the community to respond to the needs for a sustainable future and provide leadership.

47.3 Staff and the NTEU will be kept regularly informed about the University's carbon emissions, water and energy consumption levels and this information will be reported publicly.

PART G - CESSATION OF EMPLOYMENT

Part G governs the redundancy process for academic and professional staff. Where the University gives or intends to give notice that a position is or positions are redundant, it will only do so in accordance with the provisions of clause 48 (academic staff) and clause 49 (professional staff).

48. REDUNDANCY - ACADEMIC STAFF

48.1 The University may decide to terminate the employment of one or more academic staff members in continuing employment for reasons of an economic, technological, structural or similar nature including:

- a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campus;
- a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campus;
- financial exigency within an organisational unit or cost centre;
- changes in technology or work methods; and/or
- relocation from the staff member's primary campus imposing major inconvenience to a staff member, eg. through additional travel.

48.2 The University will notify the staff member(s) concerned and, where the staff member chooses the staff member's Representative, and the NTEU (in circumstances where there is more than one affected staff member), in writing that his/her or their employment will terminate and will outline the reasons for the termination.

48.3 The period of notice of termination (inclusive of any contractual notice period) shall be:

Table H

Age	Notice Period
45 years and over	22 weeks
40-44 years	20 weeks
39 years or under	18 weeks

48.4 As soon as practicable after making the decision to terminate the University will give staff and, if the staff request, their Representative(s), an opportunity to consult with the University on measures to avert the termination or avert or minimise the effects of the termination.

48.5 Notwithstanding any other provisions of this Agreement, the University's obligation to consult in relation to termination of employment as a result of redundancy is covered exclusively by operation of this clause. The consultation obligations do not restrict the University's right to make decisions in accordance with this clause.

Early Separation and Option Period

- 48.6 Upon written notice of termination being given to the staff member a four-week “Option Period” will commence during which the staff member must indicate to the University that he/she wishes to:
- (a) Elect voluntary early separation, in which case but subject to clause 48.8 the termination benefits will be paid in accordance with Table I as well as payment in lieu of any unexpired portion of four weeks from the staff member’s date of receipt of the notice of termination until the date that he/she elects voluntary early separation; or,
 - (b) Apply to the Vice-Chancellor for a review of the termination decision and/or to seek redeployment, under clauses 48.9 and 48.18 below.

Table I – Voluntary Early Separation

Application	Maximum Entitlement
Payment in lieu of salary for the unexpired portion of the Option Period	4 weeks
Termination payment equal to salary in lieu of the notice period under Table H	22 weeks
Termination payment at 3 weeks’ pay for each year of completed service up to and including 15 years and 2 weeks’ pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

- 48.7 Payments referred to in Table I, other than the long service leave payment, will be calculated on the staff member’s average fraction over his/her last five years of service or his/her fraction at the date of cessation of employment, whichever is the greater.
- 48.8 A staff member who is offered Suitable Alternative Employment shall not be eligible for termination benefits under this clause, whether such offer is accepted or not.

Review

- 48.9 Concurrent with the notice period, a staff member who has received notification of termination may apply in writing to the Vice-Chancellor during the “Option Period” for a review of the decision to terminate his/her employment, on the grounds that fair process was not observed by the University in selecting the staff member for redundancy.

Review Committee

- 48.10 An application for a review will be referred to a Review Committee convened in accordance with clause 11, within 10 days.
- 48.11 The staff member and the Vice-Chancellor may choose to be assisted or represented by an agent of his/her choosing who is a staff member of the University (but not if such a person is a currently practising solicitor or barrister).
- 48.12 The Review Committee will consider:
- (a) whether a genuine decision was taken by the University that an academic position or positions should not be filled by anyone or that there was a staff member or members in a category surplus to the requirements of the University; and
 - (b) whether fair and objective criteria were used to select staff to be identified as excess staff members; and
 - (c) whether genuine and adequate consultation was entered into under clause 48.4 above.
- 48.13 If the Review Committee does not complete its deliberations within three weeks after the referral it must make application to the Vice-Chancellor for an extension of time, provided that any extension of time cannot extend beyond the relevant notice period under 48.3 and no extension of the notice period under 48.3 will occur.
- 48.14 The Review Committee will, after making a determination, submit a report and recommendations to the Vice-Chancellor within one week.
- 48.15 Should the Review Committee determine that the University did not observe fair process, the Vice-Chancellor will take into account the findings of the Review Committee and determine an appropriate course of action including measures to avert or minimise the termination(s) and measures to mitigate the adverse effects of the terminations. Such measures may include redeployment, voluntary early retirement, secondments or offers of voluntary separation packages.

- 48.16 The Vice-Chancellor's decision will be final and accepted by all parties, provided nothing in this clause 48.16 will be construed as excluding the jurisdiction of any court or tribunal which, but for this clause 48.16, would be competent to deal with the matter.
- 48.17 Where the Vice-Chancellor upholds the decision to terminate the staff member's employment, the provisions of clauses 48.22-48.25 below will apply.

Redeployment

- 48.18 A staff member may elect, within the four-week "Option Period" to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the "Option Period") and will operate concurrently within the relevant notice period, referred to in clause 48.3 above.
- 48.19 The redeployment procedures in clause 50 will then apply.
- 48.20 Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at his/her existing residence, payment may be authorised at the Vice-Chancellor's discretion as follows:
- (a) Reasonable costs incurred in the conveyance of the staff member and his/her dependants including removal of furniture and personal effects.
 - (b) Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.
 - (c) Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.
 - (d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

Termination

- 48.21 Should the staff member fail to elect any options as outlined above, the provisions of clause 48.24 below will apply.
- 48.22 Should the staff member elect redeployment but is not able to be redeployed to a Suitable Vacant Position, or fail in his/her review application, then at the completion of the redeployment or review processes, the staff member and/or Head of Department may make written application to his/her Dean for the staff member to work out all or part of the remaining period of notice.
- 48.23 If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the following termination payment:

Table J

Application	Maximum Entitlement
Termination payment at 3 weeks' pay for each year of completed service up to and including 15 years and 2 weeks' pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

- 48.24 If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment and/or review (where applicable), terminate the staff member's employment, in which case, the staff member will receive a lump sum termination payment equivalent to the entitlement under Table I and the payments will be calculated in the same way as Table I, except that any component of the termination payment equal to payment of salary in lieu of notice shall only be made for the unexpired portion of the notice.
- 48.25 Notwithstanding clause 48.23 or 48.24, a staff member who is offered Suitable Alternative Employment shall not be eligible for termination pay under Table I or Table J, whether such offer is accepted or not.

49. REDUNDANCY – PROFESSIONAL STAFF

- 49.1 Where it appears to the Vice-Chancellor or nominee that a continuing professional staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, and/or introduction of new technology, the Vice-Chancellor or nominee shall advise the staff member or, where the affected staff member chooses, a Representative, at the earliest practicable time and provide the staff member with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where Suitable Alternative Employment exists, the staff member shall be offered redeployment to this position in which case (subject to application of clause 49.4 by the University) this clause no longer applies.
- 49.2 Where a staff member is advised that he/she is excess to requirements, during the first four weeks following that advice, the staff member may elect to take a Voluntary Early Separation. A staff member who elects to take Voluntary Early Separation shall be entitled to a termination payment equal to salary for the balance of the four-week period and salary for the relevant severance provided in clause 49.4(a).
- 49.3 Where an excess staff member has not been redeployed or not accepted a Voluntary Early Separation, the Vice-Chancellor or nominee shall invite the staff member to be retrenched voluntarily, in which case the staff member shall have four weeks in which to accept the offer with immediate effect. Where a staff member accepts an offer of voluntary retrenchment that staff member shall receive termination pay:
- (a) equal to salary for the unexpired portion of the four-week period; and
 - (b) equal to two weeks' salary for each completed year of continuous service, provided that the maximum payable shall be 48 weeks' salary and the minimum sum payable shall be four weeks' salary.
- 49.4 If at the expiry of two months from the date of advice issued to the professional staff member pursuant to clause 49.2 redeployment to Suitable Alternative Employment has not occurred and the staff member has not taken a Voluntary Early Separation or has not accepted a voluntary retrenchment, then the Vice-Chancellor or nominee may exercise one of the following options:
- (a) Terminate the employment of the professional staff member, in which case the staff member, shall receive the following termination payments, less any period which has elapsed since the notice provided under clause 49.2:
 - (i) Where the staff member is 45 years of age or more or has at least 20 years' continuous service 12 months' pay
 - (ii) Where the staff member is 44 years of age 11 months' pay
 - (iii) Where the staff member is 43 years of age 10 months' pay
 - (iv) Where the staff member is 42 years of age 9 months' pay
 - (v) Where the staff member is 41 years of age 8 months' pay
 - (vi) Where the staff member is 40 years of age 7 months' pay
 - (vii) All other staff members 6 months' pay
 - (b) Transfer the staff member to Suitable Alternative Employment of equivalent grade and salary for which the staff member is suitable having regard to his/her qualifications and experience, in which case this clause no longer applies. Where such a transfer is rejected, the Vice-Chancellor or nominee may terminate the staff member on two weeks' notice and without payment of any termination benefit.
 - (c) Transfer the staff member to Suitable Alternative Employment but at a lower grading and maintain that professional staff member's former salary level and incremental progression, in which case this clause no longer applies.
 - (d) Transfer the staff member to a position of lower grading without ongoing salary maintenance, in which case the professional staff member may:
 - (i) elect to remain in the new position and receive salary maintenance for a period calculated in like manner to the period in clause 49.3(b) based on length of service as at the date of transfer; or
 - (ii) within four weeks of the date of transfer elect to terminate his/her employment with immediate effect in which case the staff member shall receive a payment calculated in accordance with clause 49.3(b).

- 49.5 When employment is terminated pursuant to clause 49.3 or 49.4, the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one year or more.
- 49.6 A staff member who has been informed that he/she is excess to requirements shall be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses shall be granted in respect of each interview.
- 49.7 This clause will not apply to casual professional and Teaching Associate staff members.

50. REDEPLOYMENT PROCESS – ACADEMIC AND PROFESSIONAL STAFF

- 50.1 Redeployment is a desirable outcome of the redundancy process and shall be attempted in preference to concluding the retrenchment process. The process by which redeployment and potential redeployment will be undertaken will be as set out below:
- (a) The staff member will be interviewed to ascertain his/her career interests and aspirations, experience, knowledge, level of skills and training needs, and assisted by a trained adviser in developing a personal career plan and job search skills including a résumé, letter of application and interview skills.
 - (b) Staff members will be kept informed of all vacant positions at or one level below the staff member's substantive level to be advertised by the University.
 - (c) A staff member applying for a vacant position (at or one level below his/her substantive level) about to be advertised, will be interviewed prior to the advertisement being placed, except where the University determines that the staff member is clearly unqualified for the position and would not become qualified within a reasonable period of time with or without training.
 - (d) If the interview confirms that the staff member satisfies the selection criteria or would satisfy the selection criteria with reasonable training, a transfer will be effected at the earliest possible mutually convenient date for all parties.
 - (e) Where the staff member's substantive salary level is above the maximum salary of the classification of the position to which he/she is redeployed, his/her substantive salary will be maintained until such time as the maximum rate for the classification level for the position increases beyond the maintained rate. At that time, the staff member will translate to the nearest salary point in the classification level above his/her maintained rate.
 - (f) If the interview is unsuccessful and the Executive Director, Monash HR or nominee is satisfied of the validity of the decision, the staff member will normally be given feedback by the interview convenor on why he/she was unsuccessful.
 - (g) If the Executive Director, Monash HR or nominee is not satisfied that the decision was valid and considers that the staff member satisfies the selection criteria:
 - (i) the supervisor of the work unit where the vacancy exists will be required to employ the staff member for a three-month trial period which will focus on the skill match of the staff member against the position occupied during the trial period; and
 - (ii) the staff member may be required to take up the vacancy for an initial three-month trial period upon being formally offered the position, and during this time the redundancy notice period will continue (where applicable).
 - (h) A staff member on trial placement may be considered for any other vacancies which may arise during the period originally determined for the redeployment process.
 - (i) A rejection by a staff member of an offer of redeployment to Suitable Alternative Employment on the grounds of geographic location will not be regarded as an unreasonable rejection.
 - (j) During the application of these redeployment processes, and any trial redeployment, a staff member will retain his/her substantive salary, classification and incremental range and will retain his/her existing substantive mode of employment.
 - (k) A staff member may choose to have a Representative at any stage of the redeployment process.

- (l) A staff member who rejects an offer of redeployment made under this clause (other than where paragraph (i) applies) will only be entitled to the minimum payment in lieu of notice provided for under the *Fair Work Act 2009* and no notice or termination entitlements will be payable under this Agreement.

51. TERMINATION OF EMPLOYMENT ON THE GROUNDS OF ILL-HEALTH – ACADEMIC STAFF

- 51.1 The Vice-Chancellor may require, in writing, any staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University at the expense of the University.
- 51.2 The Vice-Chancellor shall provide the staff member with reasonable written notice which shall be not less than four weeks save in exceptional circumstances that a medical examination is required. Where the staff member elects to apply to the staff member's superannuation fund, prior to the expiry of the period of notice, for ill-health retirement or temporary disability benefit pursuant to the rules of the superannuation fund, the requirement for a medical examination under clause 51.1 shall lapse forthwith and no further action shall, subject to clause 51.3, be taken by the Vice-Chancellor under this clause.
- 51.3 Where the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work and the Vice-Chancellor elects to dispute this decision, the Vice-Chancellor may proceed in accordance with this clause without further recourse to the provisions of clause 51.2.
- 51.4 A copy of the medical report made by the medical practitioner pursuant to clause 51.1 shall be made available to the Vice-Chancellor and to the staff member.
- 51.5 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the Vice-Chancellor may, subject to clause 51.6, terminate the employment of the staff member in accordance with the notice required by the staff member's contract of employment or where no notice is specified a period of six (6) months. Prior to taking action to terminate the employment of a staff member, the Vice-Chancellor may offer the staff member the opportunity to submit a resignation and, if such a resignation is offered, shall accept it forthwith and not proceed with action to terminate employment.
- 51.6 If within 14 days of the report being made available the staff member or his/her chosen Representative requests, the Vice-Chancellor shall not terminate the employment of the staff member in accordance with clause 51.5 hereof unless and until the findings of the report are confirmed by an independent specialist appointed by the Vice-Chancellor with the agreement of the President of the Monash University NTEU Branch (or delegate).
- 51.7 In making an assessment as to whether or not a staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, the medical practitioner appointed pursuant to this clause shall as far as possible apply the similar standards as are required to undertake the work of an academic having regard to the operation of the staff member's superannuation scheme.
- 51.8 Nothing in this clause prevents a staff member from accessing workers' compensation for work related injuries.
- 51.9 The Vice-Chancellor may construe a failure by a staff member to undergo a medical examination in accordance with these procedures within a reasonable time after a written notification, which shall be not less than two months, save in exceptional circumstances, as prima facie evidence that such a medical examination would have found the staff member unable to perform his or her duties and unlikely to be able to resume them within 12 months, and may act accordingly. Provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.
- 51.10 The provisions of this clause shall not apply to casual staff members.

PART H - DISCIPLINARY AND GRIEVANCE MATTERS

52. GENERAL PRINCIPLES

- 52.1 These procedures are for disciplinary action in cases of unsatisfactory performance, misconduct or serious misconduct and for the resolution of employment related grievances. The procedures are based on the following principles to which any committee or panel convened under clause 53 or 54 will have regard:
- (a) Procedural fairness and natural justice will apply and those involved in any disciplinary action or grievance process have a duty not to be affected by favouritism, bias or conflict of interest and must act fairly and impartially.

- (b) Staff members have the right to appear and where they request, be represented in any proceedings before a committee under clause 11 and be provided an opportunity to be interviewed, present written and oral evidence, request witnesses and be present during the presentation of submissions and evidence.
- (c) It is in the best interest of all parties involved in the grievance resolution procedure in clause 56 that confidentiality is maintained throughout the process. A process for investigation of formal complaints is available only where conciliation is inappropriate or has proved unsatisfactory. All parties to the grievance should be provided with an opportunity to know all information relevant to the grievance and to be heard.
- (d) Circumstances may arise which require a matter commenced under the grievance procedures at clause 56 be dealt with under the provisions of a relevant staff disciplinary procedure. If this is the case, action commenced under the grievance process will be suspended pending the conclusion of the disciplinary proceedings.
- (e) If a staff member chooses, he/she will have reasonable access to advice and assistance, in confidence, in processing his/her grievance from trained Advisers and/or a Representative of his/her choosing.

52.2 Clause 55 sets out procedures for dealing with allegations of Research Misconduct. In the event of any inconsistency between the provisions of clause 55 and clause 11 or 53, clause 55 will prevail.

53. TERMINATION OF EMPLOYMENT AND DISCIPLINARY ACTION – ACADEMIC STAFF

Application and Definitions

- 53.1 This clause applies to continuing and fixed-term Academic Staff members only. It does not apply during any period of probationary employment.
- 53.2 "Disciplinary action" for academic staff is action by the University to discipline a member of academic staff for unsatisfactory performance, misconduct or serious misconduct, as follows:
 - (a) Formal censure or counselling;
 - (b) Demotion by one or more classification levels or increments;
 - (c) Withholding of an increment;
 - (d) Suspension with or without pay; and/or
 - (e) Termination of employment.

Disciplinary action for misconduct shall be as set out in clause 53.2(a)-(d).

The provisions in this Agreement will be subject to and will not affect the operation of:

- any law empowering a State or Commonwealth industrial tribunal to order reinstatement of or compensation to a staff member or to otherwise deal with the dismissal of that staff member; and
- any other law empowering any court or tribunal external to the University which has jurisdiction to deal with any causes of action or claims arising from actions taken by the University pursuant to this Agreement.

This Agreement is to be read in conjunction with Division 11 of Part 2-2 of the *Fair Work Act 2009*, including the minimum notice periods in section 117 of the Act. However, Division 11 of Part 2-2 of the Act is taken not to reduce or remove any additional rights provided under this Agreement.

Notice of Termination

- 53.3 Notice of termination will be in accordance with section 117 of the Act, provided that any greater period of notice specified in the staff member's contract of employment or in this Agreement will continue to apply.

- 53.4 Notice shall not be required in relation to the termination of a staff member found to have engaged in serious misconduct of such a nature that it would be unreasonable to require the University to continue the employment of the staff member concerned during the required period of notice, such as, but not limited to:
- Theft;
 - Fraud;
 - Assault;
 - Being intoxicated at work; or
 - Refusing to carry out a lawful and reasonable instruction that is consistent with the staff member's contract of employment.

Counselling for Unsatisfactory Performance and/or Conduct

- 53.5 Where a supervisor is of the view that the staff member's performance and/or conduct is unsatisfactory, the supervisor shall counsel the staff member in accordance with the following counselling requirements:
- (a) The supervisor shall first counsel the staff member on the nature of the improvement required and the time within which reasonable improvement is expected;
 - (b) A record shall be kept of the counselling given and a copy supplied to the staff member; and
 - (c) If the supervisor considers appropriate, the staff member will be directed to appropriate professional development to assist in improving performance.

Supervisor's Report and Staff Member's Response

- 53.6 Where a supervisor believes that counselling has not produced the desired improvements in performance, or alleged misconduct or serious misconduct is denied by the staff member or in the opinion of the University, counselling is not an adequate response to the alleged conduct, a formal report will be provided to the relevant Dean and the Vice-Chancellor by the supervisor or representative of Monash HR. The report will state clearly the aspects of performance and/or conduct seen as unsatisfactory and the record of any attempts to remedy the problem.
- 53.7 The staff member will be provided with a copy of the report and be given 10 working days to provide a written response to the report to the Dean and to the Vice-Chancellor.
- 53.8 The Vice-Chancellor may suspend the staff member on full pay, or, if he/she is of the view that the alleged conduct amounts to conduct of a kind envisaged in clause 53.4, the Vice-Chancellor may suspend the staff member without pay. Suspension without pay will be subject to and in accordance with the following:
- (a) Where suspension without pay occurs at a time when the staff member is on paid leave of absence, the staff member's leave of absence will be immediately discontinued.
 - (b) The staff member may engage in paid employment outside of the University for the duration of the suspension without pay.
 - (c) On the ground of hardship during a staff member's suspension without pay, the Vice-Chancellor may at any time direct that salary be paid or that an application to draw on any accrued annual leave or long service leave be granted.
 - (d) Where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor will ensure that the Committee at its first meeting determines whether suspension without pay should continue and that Committee will have the power to revoke such a suspension from its date of effect.
 - (e) During any period of suspension, the staff member may be excluded from the University, provided that he/she will be permitted reasonable access to the University for the preparation of his/her case and to collect personal property.
 - (f) Where a staff member has been suspended without pay pending the decision of the Vice-Chancellor, then any lost income will be reimbursed if there was no serious misconduct found. However, a decision taken by the Vice-Chancellor in his/her discretion not to dismiss or impose another penalty will not be construed as an admission that there was no conduct justifying suspension without pay.

- 53.9 Upon receipt of the supervisor's report and any written response from the staff member, the Vice-Chancellor will satisfy himself/herself that appropriate steps have been taken by the supervisor and may make such further enquiries as the Vice-Chancellor considers reasonable and appropriate to determine if disciplinary action should be imposed.

Reports of Misconduct and the Misconduct Investigation Committee

- 53.10 In a case of alleged misconduct or serious misconduct where the conduct (or its characterisation as misconduct or serious misconduct) is disputed in whole or in part by the staff member, the matter will be referred to a Misconduct Investigation Committee unless:
- (a) the Vice-Chancellor intends to take no further action or to only counsel or censure the staff member; and/or
 - (b) the staff member elects in writing and the Vice-Chancellor agrees to have the matter dealt with by the Vice-Chancellor without reference to a Misconduct Investigation Committee.
- 53.11 If the matter is referred to a Misconduct Investigation Committee, that Committee will be convened forthwith, in accordance with clause 11, and will make inquiries and provide a report to the Vice-Chancellor and the staff member as soon as practicable, on the facts relating to the alleged misconduct or serious misconduct, including whether any mitigating circumstances are evident.

Decision of the Vice-Chancellor

- 53.12 Following the inquiries in clauses 53.9 and 53.11 (if applicable) the Vice-Chancellor may then decide to:
- (a) take no further action; or
 - (b) in the case of a report of unsatisfactory performance, refer the matter back to the supervisor to ensure that appropriate steps are complied with in substance and in a manner appropriate to the circumstances; or
 - (c) take disciplinary action.
- 53.13 The Vice-Chancellor will advise the staff member in writing of any decision made in accordance with clause 53.12. If the Vice-Chancellor is of the view that there has been no unsatisfactory performance or no misconduct or serious misconduct, he/she will immediately advise the staff member in writing and may, by agreement with the staff member, publish the advice in an appropriate manner.

Reviews of Disciplinary Action for Unsatisfactory Performance

- 53.14 In the case of disciplinary action for unsatisfactory performance, the staff member may, within five working days from the date of the Vice-Chancellor's written advice, make a written request for a review of the decision by the Unsatisfactory Performance Review Committee.
- 53.15 Where a request for review is made by the staff member in accordance with clause 53.14, an Unsatisfactory Performance Review Committee will be convened forthwith in accordance with clause 11 and will provide a report to the Vice-Chancellor and the staff member on whether the required process has been followed.
- 53.16 If the Unsatisfactory Performance Review Committee concludes that the required process was not properly followed, the Vice-Chancellor will reconsider his/her decision but may first take such steps to remedy the perceived unfairness as may seem reasonable to him/her.
- 53.17 If the Vice-Chancellor, upon reconsidering his/her decision under clause 53.16 is of the view that:
- (a) there has been no unsatisfactory performance, he/she will forthwith advise the staff member in writing and rescind the disciplinary action imposed and may, by agreement with the staff member, publish the advice in an appropriate manner; or
 - (b) there has been unsatisfactory performance, he/she will forthwith advise the staff member in writing confirming the disciplinary action imposed.

Other Matters

53.18 Nothing in this clause:

- (a) prevents or affects the procedures for the denial of an increment under the incremental advancement clauses of this Agreement dealing with the terms and conditions of employment of academic staff;
- (b) constrains the University from carrying out other or further investigations relating to the consequences of conduct of a staff member or former staff member when required in the public interest, eg. inquiring into the truth of research results; or
- (c) prevents the Vice-Chancellor on his/her own motion referring a question of possible unsatisfactory performance or misconduct to a supervisor for appropriate action.

53.19 All actions of the Vice-Chancellor under this clause will be final, except that nothing in this clause 53.19 will be construed as excluding the jurisdiction of any external court or tribunal which, but for this clause 53.19, would be competent to deal with the matter.

54. PROFESSIONAL STAFF DISCIPLINARY PROCEDURES

54.1 This clause will apply to continuing and fixed-term staff members only (other than during any period of probationary employment) where there is alleged or actual:

- 54.1.1 continued unsatisfactory performance of the duties of the position held; or
- 54.1.2 negligence in the performance of the duties of the position held; or
- 54.1.3 misbehaviour (which will include favouritism); or
- 54.1.4 the failure to comply with a reasonable instruction of a person in line management control of the staff member; or
- 54.1.5 breach of the University's policies, regulations or procedures; or
- 54.1.6 serious misconduct, in which case the procedure set out in clause 54.8 will be followed subject to clause 54.10; or
- 54.1.7 serious and wilful misconduct, in which case the procedure set out in clause 54.10 will be followed.

54.2 Principles

54.2.1 These procedures will be used on the following basis:

- 54.2.1.1 all issues are investigated thoroughly and justly;
- 54.2.1.2 the standards of behaviour and performance required are clear to all parties;
- 54.2.1.3 a staff member has been counselled and given every reasonable opportunity to improve his or her behaviour and performance, excepting in cases of serious misconduct;
- 54.2.1.4 staff members may have representation at any stage of the disciplinary procedures; and
- 54.2.1.5 if, in spite of all reasonable efforts by the University, the staff member has failed to meet the required standards, then termination of employment might occur.

54.3 Unsatisfactory Performance and Misconduct

54.3.1 The stages of the Disciplinary Procedure for unsatisfactory performance and/or misconduct (other than serious misconduct or serious and wilful misconduct) are as follows:

- 54.3.1.1 Stage 1 – meeting to counsel staff member regarding performance or behaviour;
- 54.3.1.2 Stage 2 – first written warning if performance or behaviour has not improved;

54.3.1.3 Stage 3 – review meeting following first written warning to determine what (if any) improvement has occurred and whether or not a second warning is to be issued; and

54.3.1.4 Stage 4 – if no substantial improvement has occurred following the first written warning or the required standard of behaviour or performance has still not been achieved following a second written warning, the Head of Department investigates the performance or behaviour and makes recommendations to the Vice-Chancellor who then determines the appropriate outcome.

54.4 **Stage 1 – Counselling**

54.4.1 The supervisor and staff member will attempt to resolve the difficulties through a counselling process including co-operation, constructive criticism, setting of appropriate performance/behaviour standards and assistance with specific training and development programs where appropriate.

54.4.2 The staff member will be:

54.4.2.1 informed of the possible implications of continued unsatisfactory behaviour or performance; and

54.4.2.2 will be advised that they are being counselled under these procedures; and,

54.4.2.3 will be given an opportunity to respond to the allegations.

54.4.3 The supervisor will record the relevant events and dates in a file or diary. Copies of all relevant contents of such file or diary will be available to the staff member upon request.

54.4.4 In the event that the matter is resolved satisfactorily at this stage, the records on the file or diary will be destroyed and the matter will not be used in any future disciplinary matter against the staff member.

54.5 **Stage 2 – First Written Warning**

54.5.1 Where the matter has not been resolved during the first stage the supervisor will issue a written warning to the staff member. The written warning will be given to the staff member at an interview between the supervisor and the staff member. The supervisor may be assisted by a nominee of the Head of Department. The staff member may be assisted by a representative. A copy of this clause will be given to the staff member.

54.5.2 The written warning will include:

54.5.2.1 clarification of the required performance or behaviour standards; and

54.5.2.2 where these standards are not being met; and

54.5.2.3 a time frame for monitoring progress against the standards; and

54.5.2.4 a future meeting time to assess progress.

54.5.3 At this interview, the reasons for the dissatisfaction, as set out in the written warning, will be explained to the staff member. Further, the staff member will be told that, if the matter is not resolved within the time-frame set out in the written warning, the matter may proceed to a second written warning or be referred to the Head of Department for investigation. The staff member will be given an opportunity to respond at the interview or within an agreed time period.

54.5.4 A statement, signed by both the supervisor and the staff member, acknowledging receipt of the warning and setting out any agreement reached at the interview will be placed on the staff member's file. The signing of the statement will serve only as an acknowledgement of receipt of the warning and that the interview occurred. If the staff member refuses to sign the statement, the supervisor will complete the statement and provide a copy to the staff member in the presence of a witness.

54.6 **Stage 3 – Review Meeting Following First Written Warning**

54.6.1 At the end of the time-frame set out in clause 54.5.2.3 a meeting to assess progress will take place. Where reasonably practicable, this meeting will involve the same people as in the first interview.

- 54.6.2 The supervisor will advise the staff member that:
- 54.6.2.1 the matter is resolved and that no further action will be taken. A statement to this effect signed by the supervisor and staff member will be placed on the staff member's file; or
 - 54.6.2.2 improvement has occurred, but not to the standard required. A second written warning will be issued and a further meeting will be scheduled to establish whether the required standard of behaviour or performance has been achieved; or
 - 54.6.2.3 no substantial improvement has occurred, in which case the supervisor will refer the matter to the Head of Department for investigation (4th stage of the procedure).
- 54.6.3 Where a second written warning has been issued and, after a further meeting to assess progress, the supervisor believes that the required standard of behaviour or performance has still not been achieved the supervisor will refer the matter to the Head of Department for investigation (4th stage of the procedure).

54.7 **Stage 4 – Investigation by the Head of Department and Decision**

- 54.7.1 Where a supervisor has referred a matter under these procedures, the Head of Department (or his/her nominee) will conduct an investigation during which the staff member will be given the opportunity to be heard and/or submit a written statement.
- 54.7.2 Where the supervisor is also the Head of Department, the Vice-Chancellor will nominate an acting Head of Department for the purposes of carrying out an investigation under these procedures.
- 54.7.3 At the conclusion of the investigation, the Head of Department (which may include an acting Head of Department appointed for the purpose by the Vice-Chancellor) will prepare a written report including:
- 54.7.3.1 findings of fact on the balance of probabilities;
 - 54.7.3.2 conclusions reached on the evidence provided;
 - 54.7.3.3 reasons in support; and
 - 54.7.3.4 a recommendation to the Vice-Chancellor.
- 54.7.4 The recommendation will include one or more of the following courses of action:
- 54.7.4.1 that the matter be further investigated;
 - 54.7.4.2 that no action be taken;
 - 54.7.4.3 that the matter be dismissed;
 - 54.7.4.4 that the staff member be transferred to another position in the University and paid salary appropriate to that position;
 - 54.7.4.5 that the staff member be reprimanded;
 - 54.7.4.6 that the staff member's salary increment be withheld for up to one year;
 - 54.7.4.7 that the staff member be dismissed.
- 54.7.5 A copy of the Head of Department's report, and any other accompanying material, will be given to the staff member who may respond to the recommendation in writing to the Vice-Chancellor within five working days.
- 54.7.6 After receipt of the report and any written response from the staff member, the Vice-Chancellor will make a decision on disciplinary action that will be conveyed in writing to all parties.

54.8 **Serious Misconduct**

In the case of an allegation of serious misconduct and subject to clause 54.10 below:

- 54.8.1 The Vice-Chancellor may summarily suspend a staff member for a defined period of time for behaviour considered to be of sufficient seriousness to warrant summary action. Any such action will only occur pursuant to the following procedures:
- 54.8.1.1 suspension will be on full pay and will extend until either the expiry of a period at the discretion of the Vice-Chancellor or until an inquiry is concluded and a determination is made on the allegation of serious misconduct, whichever is the earlier;
 - 54.8.1.2 written notification of suspension, including the grounds for suspension, will be given to the staff member within one working day of the suspension; and
 - 54.8.1.3 a suspended staff member will not have access to his/her workplace except with the knowledge and approval of the Vice-Chancellor, and then only for the purpose of preparing any case under this clause.
- 54.8.2 The Vice-Chancellor will initiate an inquiry during which the staff member will be given the opportunity to be heard and/or submit a written statement.
- 54.8.3 At the conclusion of the inquiry, the Vice-Chancellor may determine an action that will be one of the following:
- 54.8.3.1 that no disciplinary action be taken and the staff member be reinstated to his/her position;
 - 54.8.3.2 that the staff member be transferred to another position in the University, and paid salary appropriate to that position;
 - 54.8.3.3 that the staff member be reprimanded;
 - 54.8.3.4 that the staff member's salary increment be withheld for up to one year;
 - 54.8.3.5 that the staff member be dismissed.
- 54.8.4 Formal notice of that decision will be given to the staff member within two working days and the staff member's appeal rights are as prescribed under clause 54.9.

54.9 **Disciplinary Appeals**

- 54.9.1 On receipt of the Vice-Chancellor's decision under clauses 54.7.6 or 54.8.3, the staff member may appeal against a penalty imposed by the Vice-Chancellor within five working days of the date of the letter setting out the decision.
- 54.9.2 The decision of the Vice-Chancellor will be subject to confirmation in writing after any appeal lodged under clause 54.9.1 is completed.
- 54.9.3 The staff member may appeal on the following grounds:
- 54.9.3.1 that the penalty is too harsh; and/or
 - 54.9.3.2 that the conclusions reached on the evidence considered were wrong; and/or
 - 54.9.3.3 that a miscarriage of process has occurred.
- 54.9.4 The staff member will be given at least five working days' notice in writing of the time and date of the appeal. The staff member will also be provided with all relevant documents.
- 54.9.5 The staff member and his/her representative and the University's representative will be entitled to:
- 54.9.5.1 present written and/or oral evidence;
 - 54.9.5.2 call witnesses;
 - 54.9.5.3 be present during the submission of all evidence; and
 - 54.9.5.4 respond to that evidence.

- 54.9.6 In the event of an appeal lodged under clause 54.9.1, a Disciplinary Appeals Committee will be convened in accordance with clause 11 of this Agreement.
- 54.9.7 The Disciplinary Appeals Committee will determine one of the following courses of action:
- 54.9.7.1 to uphold the decision of the Vice-Chancellor;
 - 54.9.7.2 that the matter be dismissed;
 - 54.9.7.3 that the decision of the Vice-Chancellor was correct except that a lesser penalty will be imposed;
 - 54.9.7.4 that there has been a miscarriage of process in which case the matter will be referred to management for consideration under these procedures in accordance with any directions given by the Committee.

54.10 **Summary Dismissal**

- 54.10.1 Notwithstanding the provisions of this clause, the employment of any professional staff member may be terminated without notice by the University for serious and wilful misconduct.
- 54.10.2 A statement of reasons for such dismissal will be supplied within 24 hours of dismissal.

54.11 **Lapse of Proceedings**

- 54.11.1 In the event that a staff member resigns, or, that the matters which are the subject of these procedures are resolved or withdrawn, proceedings initiated under this clause will lapse.

54.12 **Non-derogation**

- 54.12.1 The invoking of any of the above procedures does not derogate from a staff member's rights under sections 394 and/or 773 of the *Fair Work Act 2009*.

55. **RESEARCH MISCONDUCT**

- (a) Where the Vice-Chancellor determines that an allegation or group of allegations includes an allegation of serious research misconduct (which is serious misconduct in respect to research), the following variations to the procedures in clauses 53.7 to 53.13 shall apply:
- (b) The procedures at clauses 53.7 to 53.13 will be applied as if reference to misconduct or serious misconduct is a reference to serious research misconduct and the Vice-Chancellor may proceed to appoint a Misconduct Investigation Committee to deal with the allegations. The Vice-Chancellor shall appoint a Chair and members of the Committee (other than the NTEU nominee appointed under clause 11.1) in accordance with these provisions, but prior to appointing a Chair will notify the President of the Monash University NTEU Branch (or delegate) of the proposed appointment and will consult with the President of the Monash University NTEU Branch (or delegate) if the President of the Monash University NTEU Branch (or delegate) wishes consultation on that appointment.
- (c) The Chair of the Misconduct Investigation Committee shall not be a staff member employed by the University, but shall be experienced in the conduct of tribunals of fact.
- (d) Prior to determining the composition of the Committee, the Vice-Chancellor shall confer with the NTEU Branch/President of the NTEU to ensure that the Committee includes:
 - at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants. (The parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member);
 - at least one member with expertise in investigating research conduct issues, either through his or her academic study or through the administration of research. (The parties recognise that this may require a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member).

- (e) In order to achieve the requirements of (d) above the Vice-Chancellor and the NTEU Branch President may agree that an additional member or members (up to 2), above, be added to the membership of the Committee (so there may be five members).
- (f) Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU Branch agree that the, allegations of research misconduct appear to involve action in concert between staff members of more than one employer, and each such employer is, in respect of the relevant staff members, covered by an enterprise agreement to which the NTEU is a party, the relevant CEOs of the employers and the NTEU may agree in writing that a joint inquiry be held. The procedures for such a joint inquiry shall be agreed in writing, and where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.

56. EMPLOYMENT RELATED GRIEVANCE RESOLUTION PROCEDURE

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

- (a) Frequent discussion between staff and managers of the University;
- (b) Co-operation between and amongst staff of the University;
- (c) A reduction in misunderstandings; and
- (d) The opportunity for the satisfactory resolution of problems and grievances in a positive and constructive manner.

56.2 The following matters are expressly excluded from the operation of these grievance procedures:

- (a) where the application for review was made more than one year after the last incident capable of forming the subject matter of the complaint;
- (b) where the affected staff member has previously applied for review of the same action under these provisions;
- (c) where there are alternative internal review procedures available to address the grievance, in which case the Director, Workplace Relations will advise the aggrieved staff member of the alternative procedures available;
- (d) where the grievance concerns disciplinary action, appointment, probation, classification or promotion, sexual harassment or discrimination, and/or action arising under the *Accident Compensation Act 1985* and/or the *Workplace Injury Rehabilitation and Compensation Act 2013*; and/or
- (e) any decision or failure to make a decision or any matter arising under clause 18 - Continuing (Contingent Funded) Employment.

Role of the advisers

56.3 Advisers are staff members of the University whose role is to provide advice to a staff member who is considering pursuing a grievance, about the process and its operation. Advisers will have been trained specifically in this role before they can be designated as an Adviser.

56.4 The role of the Advisers is to act fairly and impartially to provide information and support in confidence to a staff member of the University who perceives that he/she may have a grievance arising out of unfavourable treatment or decisions which adversely affect him/her in his/her capacity as a member of staff of the University.

56.5 The Adviser will not disclose any information about a staff member without the staff member's consent, except where the Adviser holds a reasonable belief that failure to disclose to an appropriate authority will lead to serious harm to an individual or the community.

56.6 A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.

Grievance Resolution

- 56.7 It is expected that in most situations the staff member will first discuss the grievance with his/her supervisor. A staff member may contact an Adviser or a Representative at any stage of the grievance procedure for advice on how to deal with the grievance.
- 56.8 Where the aggrieved staff member discusses the matter with his/her supervisor, all reasonable attempts to resolve the issue must be made as soon as practicable and normally within five working days. Where the grievance relates directly to the supervisor, the staff member may approach in the first place the supervisor's line manager.
- 56.9 If the matter is not resolved to the satisfaction of the aggrieved staff member within five working days following the initiation of discussions under clause 56.8, the staff member may request a meeting with the relevant organisational head as appropriate, and any person(s) directly involved. This meeting will normally be held within five working days of the request.
- 56.10 If the grievance has still not been resolved to the satisfaction of the aggrieved staff member, within 10 working days of the request for a meeting with the relevant organisational head the matter will be referred by the aggrieved staff member to the Director, Workplace Relations for advice on the next stage of the procedure and other options available to the staff member.
- 56.11 If after a further period of 10 days, the grievance has still not been resolved following notification to the Director, Workplace Relations the aggrieved staff member may refer the matter to the Disputes Committee in accordance with clause 12.2.

57. WORKPLACE BULLYING

- 57.1 Workplace bullying is repeated unreasonable behaviour directed towards a staff member or student, or group of staff members or group of students, that creates a risk to health and safety. The University is committed to ensuring, so far as is reasonably practicable, that such behaviour does not occur and staff shall co-operate with the University and comply with all reasonable directions of the University directed at preventing or responding to or minimising the risk of workplace bullying. Where a formal complaint of bullying is made and that complaint has not previously been dealt with or the substance of the complaint is not presently being dealt with under some other grievance or complaint process or procedure, then the University will ensure, so far as is reasonably practicable, that its preliminary inquiries into any alleged bullying are conducted carefully, thoroughly and fairly, in a timely manner. Where it is determined on the basis of those preliminary inquiries that a formal investigation of the alleged bullying is required, that investigation will be undertaken by an independent external investigator appointed by the University. Vexatious complaints or complaints that are demonstrated to be knowingly false can be the subject of disciplinary action.
- 57.2 Bullying does not include any legitimate or reasonable use of performance management processes, lawfully based and fairly applied disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member or a decision not to promote or reclassify the staff member.
- 57.3 Every formal complaint of bullying that is made to the University, shall be treated as an OHS issue and statistically reported upon to the local OHS Committee and to the OHSPC.
- 57.4 When a formal complaint of bullying is made, the University shall take all reasonably practicable steps to secure the health and wellbeing of both the complainant and the respondent throughout the process of investigating the complaint.

PART I - PERFORMANCE/EMPLOYMENT MANAGEMENT

58. PROBATIONARY EMPLOYMENT PRINCIPLES - ACADEMIC STAFF

- 58.1 Subject to 58.4, all new academic staff appointments are subject to the following probationary periods and the principles in this clause will be notified to the staff member in the letter of offer of employment.
- (a) Level A to D on either full-time or part-time continuing employment: five years' service; or
- (b) Level A to D on either full-time or part-time fixed-term contracts: five years' service or 50% of the period of the fixed-term contract, whichever is the shorter. Provided that where a staff member's fixed-term contract is succeeded by a continuing appointment and his/her aggregate of continuous service at that time is less than five years, the staff member will be required to continue or recommence probation until he/she has served an aggregate of five years' continuous service.
- 58.2 Where the new staff member is clearly performing at a high level and is likely to sustain that level following a review of his/her performance in accordance with the Academic Performance Management Scheme, the probation period may in exceptional cases be reduced to a minimum of one year from the date of appointment.

- 58.3 New academic staff appointed to academic level E will not ordinarily be subject to a period of probation. However, in a particular circumstance, the Vice-Chancellor may require a reasonable probationary period to be served that is directly related to the work to be carried out by the staff member.
- 58.4 Probation periods do not apply in cases of:
- transfer;
 - secondment;
 - pre-retirement contracts;
 - second or subsequent fixed-term contracts unless the second or subsequent contract is for a position where the duties are substantially different; or
 - contracts for a period of less than six months.
- 58.5 Upon or before commencement the staff member will be informed of the name of his/her designated academic supervisor, and the University will make clear to the staff member in writing the performance and development requirements that need to be met during the probationary period for the appointment to be confirmed.
- 58.6 Before the end of the staff member's probationary period, the University may:
- confirm the appointment in accordance with the contract of employment; or
 - terminate the appointment.
- 58.7 During the probationary period regular reviews will be conducted in accordance with the procedures set out in this clause and the supervisor will endeavour to meet with the probationary staff member to review the latter's work performance and provide feedback on at least two occasions per academic year. These reviews of the probationary staff member's progress will be in accordance with the provisions at clause 64 – Performance Development. It is recognised that the supervisor plays an important role in providing guidance to the staff member to meet the University's performance and development requirements throughout the probationary period.
- 58.8 A probationary staff member may apply for probation review prior to the formal probation review provided for at clause 58.9 below and after a minimum of 12 months' continuous service. On the basis of the review the University will:
- (a) confirm the appointment in accordance with the contract of employment; or
 - (b) continue the probation.

If the outcome of the review is that the University continues the probation, the University will make clear to the staff member in writing the performance and development requirements that need to be met during the remainder of the probationary period for the appointment to be confirmed.

- 58.9 A formal probation review is to be conducted after the expiry of:
- (a) four years' service for continuing appointments; or
 - (b) four-fifths of the probation period in the case of fixed-term probationary staff.

On the basis of the review the University will:

- (a) confirm the appointment in accordance with the contract of employment; or
- (b) terminate the employment.

58.10 The employment of a probationary staff member who does not meet the goals and objectives of the position may be terminated by the giving of notice, or payment in lieu, during or upon completion of the probationary period, provided that the University may terminate without notice the employment of a probationary staff member who has engaged in conduct of a kind envisaged in clause 53.4 such that it would be unreasonable to require the University to continue employment during a period of notice. The period of notice required for termination will be one-sixth of the staff member's initial probationary period up to a maximum of six months. Notwithstanding this required notice period, the period of notice cannot extend beyond the expiry of the period of probation. The employment will end at the expiry of the period of probation. The balance of any required notice period as at the expiry of the period of probation will be provided as a payment in lieu of notice.

58.11 If a decision to terminate employment is made, a staff member may appeal the decision to an Appeals Committee comprising:

- the Vice-Chancellor or nominee (chair);
- one Dean nominated by the Senior Management Team or its equivalent, or alternate;
- one professorial member nominated by the Academic Board, or alternate;
- a non-professorial academic staff member nominated by the Provost, or alternate;
- a nominee of the President of the Monash University NTEU Branch.

59. ACADEMIC WORKLOADS

59.1 The University is committed wherever reasonably possible to:

- managing the workload of academic staff members to ensure teaching and administrative responsibilities are contained and adequate time is allowed for research and scholarship;
- a fair level and equitable distribution of workload for academic staff;
- a transparent process of workload allocation which has the broad support of academic staff members;
- providing an opportunity beyond the performance management process for academic members to be consulted about workload allocation; and
- ensuring the workload of an academic staff member is reasonably manageable and consistent with the continued health and safety of the staff member

taking into account the operational and teaching requirements and research performance standards of the University and the relevant academic unit.

59.2 The management and regulation of academic workloads (other than for sessional Teaching Associate staff) will be based on the processes set out below.

Academic Work

59.3 Academic work at the University embraces research, teaching, leadership, and professional and community service. All academic staff members at the University should have adequate and appropriate opportunities to perform in all these areas having regard to whether they are employed on a teaching and research or research-only basis.

59.4 Academic workload is a combination of self-directed and assigned tasks. The assigned proportion of an academic staff member's work will include, for example, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.

59.5 The remainder of an academic staff member's working time is self-directed, consistent with the University's strategic plans and announced priorities. It is time in which staff members conduct research or other scholarly activity as appropriate to their appointment to the University.

Research Performance Standards

- 59.6 To provide clarity to academic staff performing their research role, the University has and will determine faculty or discipline-specific quantitative research performance standards (research metrics). It is recognised that these may be adjusted from time to time.
- 59.7 The University will consult with affected staff and the NTEU prior to making any significant or substantial changes to the faculty or discipline-specific quantitative research performance standards that affect staff.
- 59.8 Where significant or substantial changes that affect staff are made to the faculty or discipline-specific quantitative research performance standards, they will not be applied retrospectively to staff and staff will be given an appropriate opportunity to meet the changed performance standards.

Workload Allocation

- 59.9 Allocation of workloads will continue to be dealt with through the workload models of the Faculties and/or their academic units, including the collegial consultative processes by which these Models have been developed and under which they operate and consistent with clause 59.10, 59.11 and 59.12.
- 59.10 The University recognises 1645 hours per annum as the maximum annual allocated hours. A staff member's annual allocation of workload and any allocated duties under clause 59.12 will be subject to discussion between the staff member and his/her supervisor prior to finalisation.

The starting point for discussions about the allocation of work for teaching and research academic staff is:

- Teaching 40%
- Research and scholarship 40%
- Other activities 20%

These percentages may be varied in an individual staff member's engagement profile.

Research-only staff may also undertake limited teaching. The workload and any allocation of duties for research-only staff delivering teaching will take into account any associated work, including setting assessment, marking, and student consultation.

- 59.11 "Teaching" may include:

- preparation of teaching materials for face to face, online and other modes of delivery;
- unit and course development, including online, off-campus and off-shore learning materials;
- delivery of lectures, tutorials, laboratory classes and clinical education;
- delivery of online learning;
- delivery of off-campus, off-shore and distance education;
- co-ordination of units and courses;
- supervision of teaching staff, including casual professional and Teaching Associate staff;
- supervision of honours year and post-graduate students;
- supervision of undergraduate students undertaking research projects or fieldwork;
- preparing and marking of student assessment;
- student consultation;
- musical accompanying; and
- field excursions.

“Other activities” may include:

- committee participation;
- organising and/or attending meetings, forums, seminars etc;
- consultancy;
- leadership;
- management and administration; and
- internal and external professional work.

59.12 For all teaching and teaching related duties allocated to a staff member, the anticipated duties encompassed will normally be advised to the staff member and an allocation of hours will normally be made for those teaching and teaching related duties. This allocation of hours will represent an estimate of the time that a competent academic of the staff member’s level and experience would be expected to take to perform those teaching and teaching related duties within the Faculty or academic unit.

In accordance with the relevant workload model, the annual allocation of the staff member’s teaching and teaching related duties will take into account:

- (a) the teaching and operational requirements and quantitative research performance standards of the academic unit, including the teaching activities required to be undertaken;
- (b) any significant projected periods of leave, which may include part-year absences on leave without pay or study leave or part-year assignment to non-teaching duties;
- (c) teaching and teaching related duties worked in excess of the staff member’s allocated teaching hours in the preceding year;
- (d) the staff member’s designated non-teaching duties; and
- (e) any need to adjust teaching and teaching related duties to facilitate a staff member establishing a research profile, such as where a high allocation of teaching duties has been made in previous years.

59.13 In circumstances where any substantive amendments and variations to teaching allocations are necessary, the University will discuss this with staff affected by any amendments or variations. This includes instances where research outputs affect teaching allocation and the application of research output measures requires a revision of teaching allocation.

Wherever possible, allocations of responsibility for course units will be determined and the affected staff advised at least three weeks in advance of the commencement of the teaching period.

Academic Workload Models

59.14 Each Faculty and/or academic unit will develop and maintain (or review, as appropriate) a Workload Model, through a collegial process, and will provide for the equitable and transparent allocation of workload with respect to teaching and other activities within the Faculty or academic unit.

59.15 The Workload Model will take into account those activities specified in clause 59.11 as well as including, where relevant, the following factors:

- Modes of delivery;
- The level of units in which the academic staff member teaches;
- The number of units in which the academic staff member teaches;
- The level and experience of the academic staff member;
- The number of students taught by the academic staff member and the student profile;

- Methods of assessment and marking;
- The spread of teaching across day and evening programs and across the year, including summer teaching;
- Staff development requirements, including higher degree study and the Graduate Certificate in Academic Practice (GCAP) or Graduate Certificate in Health Professional Education (GCHPE);
- Intercampus teaching and travel;
- Off-shore teaching and travel; and
- Quantitative research performance standards.

Fractional Academic Staff

- 59.16 A fractional (part-time) academic staff member will normally undertake as full a range of duties as a full-time academic on a pro-rata basis, unless there is an agreement to the contrary reflected in the staff member's engagement profile from year to year. The applicable workload model will be applied pro rata according to the academic staff member's employment fraction and engagement profile.

Unreasonable Workloads

- 59.17 In determining what are unreasonable hours of work the University will have regard to the following factors:

- The total number of teaching and/or required hours worked on a particular day;
- The number of teaching and/or required hours worked without a break;
- Any requirement to undertake teaching on University holidays, or before 8:00am or after 9:00pm;
- Requirements to undertake teaching at overseas campuses;
- Requirements to travel between campuses to undertake teaching;
- The time off between finishing and starting times of teaching sessions;
- The number of days of the week during which teaching and/or required duties are scheduled;
- Class sizes;
- Health and safety issues;
- The incidence of night work/after dark work;
- The academic staff member's general workload; and
- The academic staff member's family needs and responsibilities.

- 59.18 Concerns arising from the allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, by consultation and discussion with the academic staff member's supervisor. Where it is not possible to reach agreement by this means the academic staff member may appeal to a Faculty Board of Review. The Board of Review will consist of no more than three persons and will normally be chaired by the Dean of the Faculty (or his/her nominee) and will include two other staff members appointed by the Faculty Board, provided that one will be at the standing of Senior Lecturer or below. Where the appeal is against the decision of the Dean, the Board of Review will be chaired by the Provost or his/her nominee. The staff member may, at his/her request, be accompanied by a Representative. Guidelines governing the operation of the Faculty Boards of Review will operate with regard to the following matters:

- Timelines for establishment of Boards and hearing and resolution of complaints;

- Protocols for the involvement of Deans, Heads of Departments and the Senior Deputy Vice-Chancellor as members of Boards;
- Remedies that may be recommended by Boards where a finding is made that a workload allocation was unreasonable.

59.19 Where a staff member is dissatisfied with the recommendation(s) of a Board of Review, he or she may have recourse to the Dispute Resolution Procedure at clause 12.

Academic Workloads Advisory Committee

59.20 The University shall establish an Academic Workloads Advisory Committee (AWAC). The NTEU may nominate a member of academic staff to be the NTEU representative of the AWAC. The AWAC shall monitor workload trends and the operation of workload models. The AWAC shall meet quarterly and:

- may issue reports on workload trends and the operation of workload models; and
- may make recommendations about these matters to the University.

60. SUMMER TEACHING PERIOD

60.1 It is intended that the intensive summer teaching period become part of the regular academic calendar and that the range of subjects offered in the summer teaching period will increase over time.

60.2 Summer teaching periods will be conducted on the following basis:

- Academic fixed-term or continuing teaching and research staff will not normally be required to undertake teaching and associated administrative duties in more than two (2) of the three (3) teaching periods in each 12-month period. It is expected that:
 - Scholarly Teaching Fellows; and
 - academic teaching and research staff who do not meet their Faculty's minimum research standards and have no Performance Development Plan agreed with their academic supervisor to reach those standards

may be required to undertake teaching and associated administrative duties in no more than five (5) of six (6) teaching periods in any 24-month cycle.

- Where an academic staff member is not required to undertake teaching and associated administrative duties in more than two (2) of the three (3) teaching periods in each 12-month period, the semester in which the staff member will not be required to teach will be determined by the Head of Department in which the staff member is employed after consultation with the staff member.
- Staff will normally have at least two (2) weeks free of teaching and marking between orthodox semesters and the summer teaching period.

60.3 Consideration will be given to the impact on the workload and leave arrangements of professional staff as a consequence of conducting a summer teaching period and the possible need for additional staff during high workload periods.

60.4 A staff member aggrieved by a decision under clause 60.3 may access the Employment Related Grievance Resolution Procedure at clause 56.

61. OUTSIDE STUDY PROGRAMME (OSP) - TRANSFERABILITY OF SERVICE

61.1 This clause applies to academic staff at the level of lecturer and above, whether full-time or fractional, but does not apply to staff who are employed on a casual or sessional basis or to staff whose salaries are paid from external funds which make no provision for outside study programmes or professional experience programmes (OSP/PEP).

61.2 When considering applications for OSP/PEP under its own rules, the University will recognise prior continuous paid full-time service with other Australian higher education institutions as qualifying service, provided that if a staff member has taken a period of time on OSP/PEP, that period will be taken into account in the consideration of an application.

- 61.3 Eligibility for recognition of service with the releasing institution will be dependent upon continuity of employment between the releasing institutions and the University.
- 61.4 If there is not more than two months between the cessation of employment with the releasing institution and commencement with the University, continuity will be deemed not to have been broken, but the period between cessation and commencement will not be taken into account in determining length of service for the purposes of this clause.
- 61.5 Recognition of longer breaks in service will be dependent upon the rules and practices of the University.
- 61.6 Recognition of previous service other than as provided in this clause will continue to be a matter for the University to determine.
- 61.7 This clause is not intended to extend eligibility to apply for OSP/PEP to any staff member who is not, at the Operative Date, eligible to apply for such leave under the rules of the University, nor is it intended to remove eligibility to apply for OSP/PEP from any staff member who was eligible under the rules of the University at 25 May 2001.

62. ONLINE TEACHING AND LEARNING

Online teaching and learning will be governed by University Policy. The policy will include that Teaching Associate staff members will not have sole academic responsibility for the development of an online teaching and learning course. However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the policy throughout and beyond the nominal life of this Agreement.

63. WORKING OFF-SHORE POLICY

- 63.1 Working off-shore will be governed by University Policy. The policy will include:
- Right of staff to refuse unreasonable requests to work outside Australia;
 - Definition of an “unreasonable request” in relation to work outside Australia;
 - Provision of the means for communication with immediate family in Australia in the circumstances that a staff member is required to undertake work outside Australia;
 - Work-related travel;
 - Right to direct staff to return to Australia, where the University forms the view that it is unsafe for the staff member to remain offshore; and
 - A statement that casual professional and Teaching Associate staff members are not expected to work offshore.
- 63.2 However, nothing in this Agreement prevents the University, in its discretion, from amending or varying the policy throughout and beyond the nominal life of the Agreement.

64. PERFORMANCE DEVELOPMENT

- 64.1 A performance review system applies to all continuing and fixed-term staff based on the compilation of a performance plan to be submitted by each staff member and approved by that staff member's supervisor. Staff will be provided with the opportunity to develop their skills and effectiveness within the University.

This system operates as an annual cycle with formal and informal reviews and feedback. This should include feedback from a range of people with whom the staff member interacts.

The supervisor will advise the staff member in writing of planned time-lines for the submission of the portfolio and of the timing of the formal meetings. The performance development of a supervisor will contain an upward appraisal component. That is, in the lead up to the completion of the supervisor's annual performance review, his/her supervisor will consult as appropriate with the supervisor's staff to provide feedback on their supervisor's performance as a supervisor.

- 64.2 The objectives of performance development at the University are to be achieved within reasonable timeframes within the annual cycle and are as follows:
- to determine appropriate training and development opportunities in relation to the position and for career development purposes;
 - to provide feedback to the staff member and supervisor on a regular basis;
 - to plan agreed performance goals and staff development/training activities for the next annual cycle;
 - to link individual performance and development planning to the goals and priorities of the work unit/department and the University more broadly; and
 - to ensure that the workload is manageable and consistent with the continued health and safety of the staff member.
- 64.3 All fixed-term and continuing staff will be required to participate in one formal performance review per annum, supported, where possible, by regular informal feedback meetings. Performance discussions will focus on the staff member's progress towards the goals established for the staff member and their career aspirations and will identify strategies for achieving these goals. Formal performance review discussions will be documented.
- 64.4 The principal elements to be covered in performance reviews and feedback discussions are:
- review of the role and/or responsibilities of the staff member, including objectives and skills and/or knowledge acquisition set in previous feedback discussions;
 - consideration of the workload of the staff member (although staff members may raise workload issues with their supervisors whenever there is a concern or problem);
 - acknowledgement of initiatives and achievements of the staff member;
 - the development of a plan which includes staff or professional development activities and future performance objectives;
 - feedback to the staff member on his or her performance against previously determined objectives and whether or not performance has been satisfactory; and
 - feedback and coaching to the staff member on specific areas that would benefit from development.
- 64.5 Assessment of performance will be consistent with:
- whether the staff member has performed at an appropriate level for the staff member's appointment;
 - the position description relevant to the staff member;
 - the existence of non-traditional career paths;
 - equity and access policies of the University; and
 - enabling or mitigating circumstances.
- 64.6 Where a staff member's performance is determined by the supervisor to be unsatisfactory, the supervisor will identify in writing the factors which have not been satisfactorily met. The report will specify the improvement required to achieve the goals and objectives, or satisfactory progress towards them, and the proposed timelines for meeting the requirements for improvement. A copy of the report will be provided to the staff member, the supervisor and the head of unit.

Incremental Advancement (Academic and Professional Staff)

- 64.7 A staff member's entitlement to incremental progression will be based on the staff member's performance being assessed as satisfactory. Assessment of performance will be consistent with the annual performance review and clause 64.5 above.
- 64.8 Consideration will be given to granting additional increments within the relevant level in cases where it can be clearly demonstrated by the supervisor that the staff member has consistently exceeded the required performance level.
- 64.9 Where the staff member's performance is not satisfactory and a supervisor proposes to withhold an increment from a staff member entitled to incremental progression, the supervisor will:
- (a) advise the staff member of the reasons for the proposed withholding of the increment; and
 - (b) give the staff member an opportunity to respond to the reasons provided; and
 - (c) allow sufficient opportunity (usually at least three (3) months) for the staff member to improve performance to the standard required to progress to the next incremental step.
- 64.10 Where an increment is withheld the staff member may dispute the decision in accordance with the Employment Related Grievance Resolution Procedure starting the procedure at clause 56.9.

Supervisors (Academic and Professional Staff)

- 64.11 The nominated supervisor of a staff member will be the relevant immediate line manager unless the University nominates an alternative supervisor.
- 64.12 Prior to undertaking supervisory responsibilities under the performance development process, each supervisor will complete training in the process and methods of giving feedback.

Academic Supervision

- 64.13 Wherever possible, the academic line manager will be competent in the staff member's field of expertise.
- 64.14 Notwithstanding clause 64.11 above, the Vice-Chancellor may delegate in writing another academic staff member classified at Level C or above to be supervisor of one or more academics or group of academics, provided such other academic staff member occupies a more senior position to the staff member being supervised.
- 64.15 Any academic staff member may request an alternative supervisor. Any request by a staff member for an alternative supervisor will be given due consideration by the Vice-Chancellor.

65. PROFESSIONAL STAFF WORKLOADS

- 65.1 The University does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the University's supervisors to ensure that unreasonable expectations are not put on staff members which results in working excessive hours and it is the responsibility of staff members to ensure they are not working excessive hours.
- 65.2 The University will take reasonable positive steps to ensure that professional staff members do not work excessive or unreasonable hours, and are not working in excess of any hours of work prescribed by this Agreement, except where formal arrangements have been entered into according to the terms of this Agreement. Reasonable and positive steps will usually and if practicable include:
- (a) Inclusion of managing workloads in accordance with this Agreement in the induction for new staff, supervisory training, and performance management training. In particular, staff induction and supervisory training will refer to:
 - (i) the meal break entitlements of professional staff at clause 74 of this Agreement;

- (ii) the ordinary hours of duty of professional staff provided for at clause 72 of this Agreement;
 - (iii) the overtime and time off in lieu (TOIL) provisions of clause 75 of this Agreement, including the “no unreasonable overtime” provisions of clause 75.11 of this Agreement; and
 - (iv) the individual workload review provisions of clause 65.3 of this Agreement.
- (b) Maintenance on a website of Frequently Asked Questions (FAQs) regarding professional staff workloads. The FAQs should provide an easy to understand guide to clause 65 – Professional Staff Workloads, clause 72 – Hours of Duty, clause 73 – Span of Hours, clause 74 – Meal Breaks, and clause 75 – Overtime and Time Off in Lieu.
 - (c) Maintenance of an effective system for supervisors to record overtime and time off in lieu agreed between the supervisor and the staff member, including the number of hours of overtime worked, the number of hours of TOIL accrued, and the date on which the overtime was worked.
 - (d) Confirmation between supervisor and staff member prior to any overtime being worked whether there is agreement to time off in lieu of overtime payment where the staff member is in receipt of a salary not exceeding that prescribed for the top of the scale for a Higher Education Worker (HEW) level 7.

Individual Workload Review

- 65.3 If a staff member is concerned with his/her workload, the staff member may request a workload review by discussing it with his/her supervisor. If the issue is not satisfactorily resolved through this process, the staff member may use the Employment Related Grievance Resolution Procedure to attempt to resolve the issue starting the procedure at clause 56.9.

Workload Review Committee

- 65.4 As part of the University's commitment to workload management a Professional Staff Workload Review Committee will be established.
- 65.5 The Professional Staff Workload Review Committee will comprise two nominees of the University and two professional staff nominees of the President of the Monash University NTEU Branch.
- 65.6 The Professional Staff Workload Review Committee may, when requested by the Executive Director, Monash HR, review identified professional staff workload problems at the work unit or occupational category level and report to the Executive Director, Monash HR on the Committee's findings. The Committee will be able to make recommendations when all members of the Committee agree.
- 65.7 Any recommendations of the Professional Staff Workload Review Committee will be forwarded to the Executive Director, Monash HR for consideration and where appropriate implementation (subject to any required approval processes). Approved recommendations should be implemented within a reasonable timeframe. Where an approved recommendation has not been implemented within six months of the recommendation being made the University officer responsible for the implementation will advise the Committee of the expected timeframe for that implementation and will report to the Committee at the end of that timeframe if implementation has still not occurred.
- 65.8 The Workload Review Committee will meet at least annually, or at the request of either the University or two or more members of the Committee.

66. PROFESSIONAL STAFF CLASSIFICATIONS

- 66.1 All professional staff positions will be classified according to the Professional Staff Position Classification Descriptors at Schedule 5. Positions will be classified at the level which most accurately reflects the work required to be performed, taking into account the duties and responsibilities of the position. To avoid doubt, this includes grant funded and research positions.

Where a position incumbent makes application for reclassification and the application is not approved by the relevant University Classification Committee, the Committee will provide the incumbent and the supervisor of the position with written reasons for the decision.

- 66.2 The following general principles apply to classification decisions:
- (a) All positions are subject to clause 66.1, irrespective of funding source, and budgetary considerations will not be taken into account when classifying a position;

- (b) The classification will be of the position not the occupant;
- (c) Classification decisions will be based on an assessment of the documentation of positions against the Classification Descriptors in Schedule 5; and
- (d) Particular regard will be had to pay equity principles and the classification descriptors will be applied consistently across positions.

These processes apply to staff members at all Higher Education Worker (HEW) levels except those on performance-based contracts (PBCs).

66.3 **Position Description**

- 66.3.1 Each fixed-term or continuing position should have a position description. The position description will always be used as part of the documentation to determine the appropriate classification of a position against the Classification Descriptors.
- 66.3.2 Where a casual position has been held on a regular basis for more than 12 months, it should have a written position description.
- 66.3.3 Every position description should be reviewed under the performance development process.

67. **PROGRESSION THROUGH CLASSIFICATION LEVELS**

- 67.1 A professional staff member may progress through the classification levels by the following means:
 - (a) A written application for a review of the classification due to the changed requirements of the position and irrespective of the incumbent's performance; or
 - (b) Positions may be reviewed and reclassified through the normal internal process and, if disputed by the incumbent, reviewed by the Classification Review Committee; or
 - (c) Reclassification to a higher level through progressive job redesign involving a significant degree of increased responsibility or job complexity. Reclassification to a higher level will normally be at the minimum step of the new level; or
 - (d) By appointment to a vacant position through the University's recruitment and selection processes.
- 67.2 Where the current requirements of the position indicate that a review of classification of the position is appropriate, an updated position description and review proposal form are to be prepared in the preferred University format, signed by the staff member, approved by the supervisor and Head of Administrative Unit, and then forwarded with a letter of request for review of the classification to the appropriate University officer, who shall forward it to the appropriate Classification Committee for application of clause 66. Lack of budgetary provision for payment at a higher level should reclassification proceed from this process shall not prevent the forwarding of a reclassification claim to the Classification Review Committee.
- 67.3 Where the content of a position description, or a proposal that forms the basis of a reclassification application, is in dispute the position description may be referred to a Position Description Review Committee made up of one University HR representative and one NTEU representative along with the supervisor and staff member. The Committee will attempt to reach agreement on the position description so that it can be processed by the relevant Classification Committee. Where the position description is subsequently reclassified by the Classification Committee, the date of effect of the reclassification will be no later than two months from the time discussions between the supervisor and staff member began. Should the Position Description Review Committee fail to reach agreement on the position description the staff member may request that the matter be referred to the Dispute Resolution Procedure at clause 12.

68. **JOB REDESIGN**

- 68.1 It is important that positions are capable of being designed to maximise efficiency and productivity in the workplace. Job redesign can occur due to organisational change or requirements or through change in the nature of the duties required to be performed and may not necessarily result in a reclassification beyond the level of the position being redesigned.
- 68.2 The staff member who occupies the position to be redesigned will be consulted prior to any change being made, and any changes will normally be made by mutual agreement between the University and the staff member. However, management prerogative will be maintained on allocation of duties and responsibilities. If the staff member chooses, the staff member will have the right to have

a Representative of his/her choice present during all discussions.

- 68.3 The staff member will not incur any loss of salary or diminution of conditions as a consequence of job redesign. Appropriate training will be provided to assist a staff member to perform all the duties of the redesigned position to the required standard.

69. DISPUTED CLASSIFICATIONS

Classification Review Committee

- 69.1 A staff member aggrieved by a review of classification decision may apply for a review of the decision by the Classification Review Committee, which will comprise the following members who will be trained in the use of the classification descriptors:

- (a) the nominee of the Chief Operating Officer;
- (b) a nominee of the Dean/Divisional Director of the area in which the staff member is located; and
- (c) two nominees of the NTEU Branch President.

All nominees will be selected in a timely fashion.

The application to the Classification Review Committee will attach the position description and the review proposal form for the Committee's reference.

- 69.2 The Committee will take into account relativities with other comparable positions across the University when considering the application and will act in accordance with the following terms of reference:

- only written submissions will be considered before commencing its review;
- further clarification or information to assist in the review process may be requested;
- the incumbent or immediate supervisors may be interviewed;
- where appropriate the workplace may be visited;
- requests for review will be dealt with and concluded expeditiously and preferably within one month of lodgment; and
- the position description, proposal form and the Professional Staff Classification Descriptors will be used for evaluation.

70. CLASSIFICATION LINKING

Levels 1 to 2

Staff members appointed to Level 1 will have access to progression to Level 2 without promotion to a higher position in the following circumstances:

- they have the skill, achieved either through training or experience, or a combination of both, to warrant such progression; and
- they perform duties which require the skill levels at Level 2.

Levels 3 to 4

Staff members appointed to Level 3 will have access to progression to Level 4 without promotion to a higher position where they can show:

- A requirement to perform, or demonstration of having performed in the current position, a range of duties which require skill levels at the higher level (e.g. multi-skilling); and
- Attainment of the appropriate skill level, achieved through training or a combination of both, to warrant such progression; and

- Effective performance as per the relevant position descriptor level for at least one year.

Further Linking

The classification linking of professional staff from HEW Levels 2-3, 4-5, 5-6, and 6-7 will be governed by University policy. However, nothing in this Agreement prevents the University, in its discretion from amending or varying that policy throughout and beyond the nominal life of the Agreement.

71. INDIGENOUS EMPLOYMENT

The University has an Aboriginal and Torres Strait Islander employment strategy which recognises that a supportive working environment for Aboriginal and Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait Islander self-determination, social and restorative justice, and cultural affirmation, the University through implementation of the Aboriginal and Torres Strait Islander employment strategy will:

- maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency.
- increase, encourage and foster Indigenous employment and participation at all levels of work activity.
- maintain the Indigenous staff mentoring program and will make adjustments to the ordinary duties of Indigenous staff to facilitate their full participation in it. An Indigenous staff member will develop a performance development plan in consultation with his/her supervisor and with the participation of the Manager, Indigenous Employment if requested.
- facilitate and encourage the direct involvement of Indigenous staff in determining their own career strategies, goals and objectives.
- use its best endeavours to achieve the employment targets set out at clause 71.1 below across the full range of employment types and assist Indigenous staff in their training and career development in order to promote retention.
- assign responsibility to the University's Indigenous Advisory Council to oversee fulfilment of these targets.
- assign a senior Indigenous position within the University with responsibility for Indigenous matters and to work with the Manager, Indigenous Employment.
- promote and encourage relevant cultural events within the Monash community and the provision of appropriate cultural training for staff working with Indigenous Australian staff members.

71.1 Employment Targets

The University will use its best endeavours to achieve the Indigenous staff employment targets below.

	31 March 2013	31 March 2014	31 March 2015	31 March 2016
FTE Indigenous Staff	35	41	47	54

Should it be apparent to the University or the NTEU at any stage that the 31 March 2016 target may not be met, a meeting of the Indigenous Employment Working Party will convene. This meeting is to be held within one month of a request unless otherwise agreed between the University and the NTEU, with a view to determining what measures need to be taken to ensure that the 31 March 2016 target will be met. The full implementation of any measures so agreed by the Working Party will be taken as compliance with the Aboriginal and Torres Strait Islander employment strategy.

The University will consult with the NTEU when developing its 3 year Indigenous Employment Strategy for the period beyond 2016.

71.2 Indigenous Employment Working Party

In order to implement the terms of this clause, a working party of the University's Indigenous Advisory Council will be established to be known as the Indigenous Employment Working Party. The Provost or nominee will serve as Chair of the Working Party and other members of the Working Party will include:

- (a) the Director, Monash Indigenous Centre or alternate;
- (b) the Director, Indigenous Engagement or alternate;
- (c) the Manager, Indigenous Employment or alternate;
- (d) the Executive Director, Monash HR or alternate;
- (e) the President of the NTEU Monash Branch (or his/her nominee); and
- (f) two Indigenous staff members employed by the University and nominated by the NTEU.

Any other members for appointment to the Working Party will be at the discretion of the Indigenous Advisory Council.

The functions of the Working Party will include:

- (a) Examination of higher education staff data as reported to the relevant Commonwealth agency in order to establish the accuracy of those statistics as they relate to the University.
- (b) Receiving annual reports by 31 May each year and quarterly reports of progress.
- (c) Development of a series of performance indicators for the University's Aboriginal and Torres Strait Islander employment strategy which address:
 - (i) access to ceremonial leave for the participation of Indigenous staff in cultural and ceremonial activities;
 - (ii) professional and career development opportunities for Indigenous staff;
 - (iii) the classifications of positions and modes of employment (ie. casual, fixed-term or continuing) occupied by Indigenous staff as compared with non-Indigenous staff in terms of numbers and FTEs; and
 - (iv) retention and promotion of Indigenous staff.

Within six months of the commencement of operation of this Agreement, the Working Party will embark on the development of policy affecting the employment conditions of Indigenous staff regarding:

- (a) workload regulation;
- (b) study leave;
- (c) promotion

and any other matters referred for the attention of the Working Party by the Indigenous Advisory Council. These specific policy provisions will recognise the importance of Indigenous knowledge, learning and community links. They will be based on policy provisions applying generally to academic or professional staff of the University but will vary, where necessary, working hours/workloads, promotion application criteria, and reporting requirements.

PART J - PROFESSIONAL STAFF CONDITIONS

72. HOURS OF DUTY

72.1 The ordinary hours of duty of professional staff will be determined by the University in accordance with this clause.

72.2 The ordinary hours of duty will not exceed an average of 36.75 per week to be worked in accordance with one of the following:

- 36.75 hours within a work cycle not exceeding 7 consecutive days;

- 73.5 hours within a work cycle not exceeding 14 consecutive days;
- 110.25 hours within a work cycle not exceeding 21 consecutive days;
- 147 hours within a work cycle not exceeding 28 consecutive days.

72.3 The ordinary hours of duty for professional staff members other than shift staff members will be worked:

- (a) on any or all of the days of the week, Monday to Friday; and
- (b) continuously, except for meal breaks, between:
 - (i) 8:00am and 6:00pm for staff who were employed by the University immediately prior to the date this Agreement commenced to operate and who have continued to be employed by the University; and
 - (ii) 8:00am and 8:00pm for staff who commenced to be employed by the University on or after the date this Agreement commenced to operate.

72.4 The ordinary hours of duty for professional staff members working shift arrangements will be worked continuously each shift except for meal breaks and will not exceed 10 hours inclusive of meal breaks in any single shift, and will be worked in accordance with clause 76.

73. SPAN OF HOURS

73.1 Notwithstanding any other provisions of this Agreement the University may during the period Monday to Friday, and by agreement with the staff member(s) concerned, establish an arrangement for extended shifts of up to nine hours thirty minutes (exclusive of meal breaks) which would not attract shift penalty. A staff member so agreeing would not be required to work on more than 80% of the ordinary working days (Monday to Friday). No formal offer of, or agreement to such an arrangement shall be made to any staff member until at least 21 days' notice has been given to the NTEU Monash University Branch and agreement has occurred between the NTEU Monash University Branch and the University.

73.2 Work arrangements existing at 3 March 1991 where work is performed outside of the span of ordinary hours are permitted to continue without payment of shift penalties, where these work patterns have been recorded and filed with Monash HR (or its predecessors).

74. MEAL BREAKS

74.1 A staff member will not be required to work more than five consecutive hours without a break for a meal.

74.2 A meal break will be at least 30 minutes but not more than one hour.

74.3 Time taken as meal breaks will not be paid for and will not be counted as time worked.

75. OVERTIME AND TIME OFF IN LIEU

75.1 Subject to this clause, all authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 72 will be overtime and will be paid for at overtime rates in accordance with this clause.

75.2 Where the ordinary hours of duty are fixed, each day's work will stand alone in computing overtime and overtime rates will apply to all time worked in excess of or outside of the fixed hours.

75.3 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle will be computed and overtime rates will apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

75.4 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight will be deemed to have been performed on the day the overtime commenced.

75.5 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime will be deemed to

have been worked on the day for which the higher rate is payable.

- 75.6 Overtime will be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 75.7 The salary of a staff member for the purposes of computation of overtime will not include shift work allowances or the casual loading but will include higher duties allowance and any other allowance in the nature of salary.
- 75.8 Payment for overtime calculated for any period in accordance with the provisions of this clause will not be subject to any limitation in amount within a work cycle as defined at clause 72.
- 75.9 Subject to clause 75.10 below, the following rates will apply in respect of overtime:

Table K

	Time worked	Overtime payment
Staff members other than shift staff members	Monday to Saturday inclusive	Ordinary rate of pay plus an additional 50% of the ordinary rate of pay for the first three hours. Thereafter ordinary rate plus an additional 100% of the ordinary rate of pay.
Staff members other than shift staff members	Sunday	Ordinary rate of pay plus an additional 100% of the ordinary rate of pay
All staff members	University holiday	Ordinary rate of pay plus an additional 150% of the ordinary rate of pay
Shift staff members	Except on a University holiday	Ordinary rate of pay plus an additional 100% of the ordinary rate of pay

- 75.10 A staff member in receipt of a salary in excess of that prescribed for the top of the scale for Higher Education Worker (HEW) level 7 will not be eligible to receive payment for overtime but will be allowed time off equivalent to the period of overtime worked. A staff member in receipt of a salary not exceeding that prescribed for the top of the scale for a Higher Education Worker (HEW) level 7 may, by mutual agreement between the staff member and the University reached prior to overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as is prescribed in clause 75.9 above for payment for overtime worked.

The process for taking time off in lieu of overtime will be in accordance with the following provisions and there will be no entitlement to be paid for any accrued time off in lieu of overtime that has not been taken at the time of cessation of employment:

- (a) Overtime, including the anticipated date for taking the TOIL, must be approved in advance and the approval must be recorded in writing to prevent any dispute as to the authorisation of either the overtime or the date at which the TOIL is to be taken.
- (b) It is not reasonable to limit use of accrued TOIL or to accrue an excessive amount of TOIL such that the staff member is unable to utilise the time off in an acceptable timeframe in accordance with these provisions.
- (c) The date of taking the accrued TOIL will be within six months of accrual and by mutual agreement between the staff member and manager. If the staff member and the manager are unable to agree upon the time of taking of the TOIL, the staff member may refer the matter to the Divisional Director/Dean for final resolution. If the Divisional Director/Dean is the staff member's supervisor, the staff member may refer the matter to the Executive Director, Monash HR. Where the Executive Director, Monash HR is the staff member's supervisor, the staff member may then refer the matter to the Chief Operating Officer. It is expected that such referrals would be determined within four working weeks of the staff member's request.
- (d) TOIL that has not been taken, in accordance with paragraph (a) above within a six-month period from the accrual will be forfeited, unless the staff member has requested the decision relating to the time of taking the accrued TOIL be referred to the Divisional Director/Dean, the Executive Director, Monash HR, or the Chief Operating Officer, as applicable. In such instances the six-month period will run from the date of the decision of the Divisional Director/Dean, the Executive Director, Monash HR, or the Chief Operating Officer, as applicable.
- (e) Under exceptional circumstances and notwithstanding paragraph (d) above, the Executive Director, Monash HR (or the Chief Operating Officer where the Executive Director, Monash HR is the staff member's supervisor) may at the request of the staff member determine alternative arrangements for taking TOIL provided that the staff member's request is received

within 12 months of the TOIL accrual. The determination of the Executive Director, Monash HR may include alternative arrangements which allow TOIL to be taken within a period up to 12 months from the date of accrual provided that:

- (i) the staff member has already exhausted the options available under paragraph (c) above; and
- (ii) the staff member demonstrates that his/her TOIL cannot be taken within six months of accrual (or, where applicable, within six months of the decision of the Divisional Director, Dean, the Executive Director, Monash HR, or the Chief Operating Officer) due to circumstances outside the control of the staff member.

No Unreasonable Overtime

75.11 The University may require a staff member to work reasonable overtime and payment will be made in accordance with this clause. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

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

76. SHIFT WORK

76.1 The provisions of this clause will not apply to staff members whose salary exceeds that prescribed for the top of the scale for Higher Education Worker (HEW) level 7.

76.2 For the purposes of this clause:

- "day shift" means any shift starting at or after 6am and finishing at or before 6pm;
- "afternoon shift" means any shift finishing after 6pm and at or before midnight;
- "night shift" means any shift finishing after midnight and at or before 8am;
- "ordinary rate of pay" includes higher duties allowance (and any other allowance in the nature of salary) where the staff member is entitled to payment of such allowance whilst working his/her shift;
- "ordinary shift" means any shift on which a shift worker is rostered for duty within the ordinary working hours of the staff member and according to the relevant roster cycle;
- "relevant roster cycle" means a sequence of shifts in a roster to be normally worked by a staff member in the ordinary working hours of the staff member and arranged so as to form a recurring cycle of five days on shift and two days off per week;
- "rostered shift" has the same meaning as "shift";
- "shift" means a continuous period of work during which a shift worker is rostered for duty;
- "week" means a period of seven consecutive days, calculated from the commencement of the relevant roster cycle.

76.3 Except as provided in clause 76.4 below, a staff member engaged on an afternoon or night shift will for any ordinary hours worked on Monday to Friday inclusive be paid ordinary rate of pay plus an additional 15% of his/her ordinary rate of pay.

76.4 A staff member required to work an ordinary shift on a Saturday, a Sunday or a holiday shall be paid ordinary rate of pay plus:

- on a Saturday an additional 50% of his/her ordinary rate of pay

- on a Sunday an additional 100% of his/her ordinary rate of pay
- on a holiday an additional 150% of his/her ordinary rate of pay

76.5 A shift worker whose day(s) off in his/her roster cycle falls on a holiday observed by the University shall be granted one day's leave in lieu of each such holiday.

76.6 A staff member who without 72 hours' notice is:

- transferred from day work to shift work;
- transferred from one shift roster to another shift roster;
- transferred to an unrostered shift; or
- transferred to another shift within the roster;

will be paid an additional allowance of 50% of the ordinary rate of pay of the staff member, for any day, afternoon or night shift to which the staff member is so transferred and which occurs before the expiry of 72 hours' notice of the transfer provided that the allowance will be payable only to a staff member in receipt of an allowance under clause 76.3 above. In such case the allowance provided under this clause 76.6 will be payable in lieu of the allowance provided under clause 76.3 above.

76.7 Unless mutually agreed between a staff member and the University, shift rosters will be arranged so as to provide for shifts to be rotated on a weekly basis.

76.8 A staff member whose ordinary hours of duty are performed over seven days a week including Sundays and holidays shall be entitled to additional annual leave as prescribed by clause 36.2.

PART K - MISCELLANEOUS PROVISIONS

77. TRAVELLING, MEAL, VEHICLE AND RELATED EXPENDITURE

77.1 A staff member who, at the direction of the University, is absent on University business shall be reimbursed for reasonable expenses upon proof of receipts to cover the costs of travel, meals, incidental expenses and/or accommodation, in accordance with the following:

- A staff member who at the direction of the University is absent overnight on University business will be reimbursed the costs of meals, accommodation and incidental expenditure up to or below the amounts published in the Australian Taxation Office (ATO) guidelines as at 1 July each year.
- Meal costs up to or below the amounts published in the ATO guidelines as at 1 July each year will be reimbursed where a staff member commences travelling earlier or is absent later than the following respective time or times:

Table L

	Time of Leaving	Time of returning
Breakfast	7:00am	7:00am
Lunch	1:00pm	1:00pm
Dinner	7:00pm	7:00pm

- Reimbursement for incidental expenditure up to or below the amount published in the ATO guidelines as at 1 July each year will be payable for each 24-hour period or part thereof during which a staff member is absent on University business overnight.
- A staff member absent from the University, where the absence does not extend overnight, may claim payment for meals if expense has been incurred in the purchase of a meal or meals during the period of absence, as follows:

- (i) If absent for breakfast only, expenses for that meal may be claimed. To be considered as having been absent for breakfast, a staff member must have departed from his/her home not later than 6:30am.
- (ii) If absent for lunch only, a staff member is not entitled to claim for that meal. To be considered as having been absent for lunch the staff member must have been absent from the University during the usual lunch period.
- (iii) If absent for dinner only, a staff member may claim expenses for that meal. To be considered as having been absent for dinner the staff member must have returned to the University not earlier than 7:00pm or to his/her home not earlier than 7:30pm.
- (iv) If absent for two meals the staff member may claim expenses for one meal. To be considered as having been absent for two meals the staff member must have been absent for any two meals as provided in (i) to (iii) inclusive.
- (v) If absent for at least 13 hours, and such absence covers three meals as shown in (i) to (iii) inclusive, the staff member may claim expenses for three meals.

Provided that reimbursement may be made only where expenditure on meals is incurred. Any meal or meals supplied free of additional charge by a transport authority will not be included in the calculation of the amount to be reimbursed.

- (e) Unless the University otherwise determines, reimbursement will only be payable in relation to duties undertaken by a staff member outside an area of 24 kilometres radius of the University.
- (f) A staff member required by the University to travel by train will be reimbursed by the University any reasonable amount paid by the staff member for a sleeping berth on the train.
- (g) If the University is satisfied that the rates set out in clause 77.10 of the Agreement are inadequate having regard to the nature of the travel or the additional expenses have been necessarily and reasonably incurred by a staff member in the course of the duties of the staff member, the University may approve of payment to the staff member of the additional expenses so incurred.
- (h) Other than:
 - in exceptional circumstances; or
 - where the staff member has obtained an approved cash advance under clause 77.5 of this Agreement and has yet to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred; or
 - where the staff member is subject to the recovery of overpayment provisions of clause 23.4 of this Agreement pursuant to clause 77.6,

a completed valid claim for reimbursement submitted to the appropriate University representative (as identified by the University to the staff member) will be approved and paid by the University within 25 working days of submission.

For the purposes of this clause, a valid claim for reimbursement may only be made for expenditure that is incurred for official and authorised University business and necessary for a staff member's work and does not include:

- claims made more than six months after the date the expenses were incurred, unless evidence of exceptional circumstances is provided to the Director, Purchasing to Payment Services;
- claims for purchases of goods and/or services from University staff or the claimant's company or family members;
- claims for fines incurred; or
- claims for University parking permits.

Travelling and Related Expenditure (Intrastate, Interstate and Overseas)

- 77.2 Staff members who travel on University business may be issued with a corporate credit card, to which any reasonable expenses incurred whilst travelling on approved University business may be charged.
- 77.3 The staff member, prior to travelling and incurring the expense, will advise and seek approval from his/her supervisor or Head of School/Department/Section as to travelling arrangements and where he/she intends to stay. Such accommodation will be of a reasonable standard. If there is any dispute regarding the travel arrangements, attempts will be made to resolve the issue between the relevant staff member (who may choose to be assisted by a Representative) and management of the particular School/Department/Section.
- 77.4 Where possible, all reasonable University business related expenses will be incurred on the corporate credit card in accordance with University Policy.
- 77.5 Where corporate credit card facilities are not available, the staff member will obtain a receipt or other satisfactory evidence of reasonable personal expenses incurred whilst travelling on approved University business and this amount, if approved, will be reimbursed. Alternatively a cash advance may be approved in advance by the supervisor or Head of Administrative Unit but only in cases of field trips, travel to remote locations or hardship as determined by the University.
- 77.6 If a cash advance is approved in accordance with clause 77.5, upon return from travel the staff member is required to provide to the University receipts or other satisfactory evidence of actual reasonable University business related expenses incurred. If the value of the actual University business related expenses incurred is less than the value of the cash advance, the staff member is required to return the balance of the cash advance to the University within seven days of return from travel. Should the staff member:
- (a) fail to return the balance of the cash advance to the University within seven days of return from travel; or
 - (b) be found by the University to have used the cash advance toward expenses that are deemed not to be reasonable University business related expenses; then

the procedure at clause 23.4 of this Agreement regarding recovery of overpayments shall apply.

Reimbursement of Fares

- 77.7 Unless otherwise authorised, a staff member required by the University to travel on University business will travel by public transport or University supplied vehicle.
- 77.8 If costs are incurred by a staff member in travelling, including authorised use of a taxi, the staff member will, upon production to the University of receipts for such travel, be reimbursed by the University for the cost thereof.
- 77.9 Where the University authorises the use by the staff member of a taxi, or a hire car through the University's preferred hire car supplier and the initial cost thereof is borne by the staff member, reimbursement of such cost will be made to the staff member by the University upon production to the University of receipts for such cost. The rental cost of the vehicle should, where possible, be paid through the corporate credit card.

Vehicle Allowance

- 77.10 Where a staff member is authorised by the University to use the staff member's privately owned vehicle for University business for travel within Australia, he/she will be paid an allowance through the payroll system in accordance with the Australian Taxation Office (ATO) guidelines as at 1 July each year or such greater amount as the University determines.

78. CHANGES TO ROSTERS OR HOURS OF WORK

- 78.1 Where the University proposes to change a staff member's roster or ordinary hours of work, the University must consult with the staff member or staff members affected and their representatives, if any, about the proposed change.
- 78.2 The University must:
- (a) provide to the staff member or staff members affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the staff member's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (b) invite the staff member or staff members affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (c) give consideration to any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.

78.3 The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours.

78.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

ALLOWANCES APPLICABLE TO PROFESSIONAL STAFF ONLY

79. HIGHER DUTIES ALLOWANCE

79.1 A staff member who is required to act in a position of higher classification than that which the staff member occupies will be paid an allowance computed in accordance with this clause.

Qualification for allowance

79.2 A professional staff member who is required to act in a position of higher classification than that which the professional staff member occupies shall be paid a higher duties allowance. The minimum period of acting in a higher level position with a classification of up to HEW 7 shall be more than two weeks. The minimum period of acting in a higher level position with a classification above HEW 7 shall be more than four weeks. Where a staff member has acted in a higher level position for the applicable qualifying period of more than two or four weeks, the higher duties allowance will be payable from the date the staff member commenced performing the higher duties.

79.3 For the purposes of determining the minimum periods as outlined above, holidays shall count when the acting at the higher level takes place both before and after the holiday.

79.4 The higher duties allowance shall be the difference between the professional staff member's substantive salary and the minimum salary point of the higher level position.

79.5 If the professional staff member is not performing the full range of the duties of the higher level position, he/she shall be paid a pro rata amount of the difference between the staff member's substantive salary and the minimum salary point of the higher level position.

79.6 A professional staff member shall be eligible to receive an increment at the higher level position if they have served for a continuous period of 12 months at the higher level, or a total period of 12 months over a 24-month period.

79.7 If a professional staff member is promoted to the higher level position, they shall not suffer any reduction in remuneration and shall be promoted on the same incremental level at which they were acting.

79.8 Any periods of acting at the higher level shall be taken into account in determining future increments should a professional staff member be promoted to the higher level.

79.9 A professional staff member who is acting in a higher level position shall be entitled to continue to receive a higher duties allowance when they proceed on paid leave or a rostered day off, other than long service leave, provided the acting in the higher level position would have continued but for the taking of leave.

80. OVERTIME MEAL ALLOWANCE

80.1 An overtime meal allowance will be paid to staff members who are required:

- after the completion of his/her ordinary hours of duty for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
- after completion of his/her ordinary hours of duty for the day, to perform overtime duty which involves his/her attendance without a break up to the completion of, or after, the meal period which occurs next after that completion;

- to perform duty on a day before the time at which his/her ordinary hours of duty for the day commence, is granted a break for a meal before that time and is not entitled to payment for that break;
- to perform duty extending beyond a meal break on a day on which, apart from the requirement, he/she would not perform duty and is not entitled to payment for that meal break.

The quantum of the allowance will be \$18.60 at the Operative Date and will be adjusted thereafter according to the most recently available Take Away and Fast Foods Sub-group CPI index figure (as published by the Australian Bureau of Statistics for the Eight Capitals CPI (Cat No. 6401.0)) at the commencement of the first full pay period on or after 31 March and at the commencement of the first full pay period on or after 31 October each year during the nominal period of operation of this Agreement.

- 80.2 Where a three-course meal is obtainable by the staff member at the University, the amount of overtime meal allowance payable will be the cost of the meal or the quantum prescribed by clause 80.1, whichever is the lesser amount.
- 80.3 A staff member who is required to perform any of the duties specified in this clause will be paid an overtime meal allowance where the staff member cannot reasonably be expected to return to his/her home or lodgings for a meal between the time at which the staff member ceases duty before the meal and the time at which the staff member is required to commence duty after the meal.
- 80.4 For the purposes of clause 80.1 "meal period" means
- the period between the hours of 7:00am and 9:00am;
 - the period between the hours of 12 noon and 2:00pm;
 - the period between the hours of 6:00pm and 7:00pm; and
 - the period between the hours of 12 midnight and 1:00am.

81. MOTORCYCLE AND BICYCLE ALLOWANCE

- 81.1 Where a staff member is authorised by the University to use the staff member's privately owned or hired motorcycle for official purposes (including authorised travel between campuses), the staff member will be reimbursed the actual expenses he/she incurs for petrol and oil.
- 81.2 Where a staff member is authorised by the University to use the staff member's privately owned or hired bicycle for official purposes (including authorised travel between campuses), the staff member will be paid a bicycle allowance per day or part thereof in which the bicycle is used. The allowance payable will be 0.15% of the weekly rate derived from the HEW level 3, step 7 annual salary.

82. SLEEP OVER ALLOWANCE

- 82.1 Where the University requires a staff member not permanently residing on the University campus to sleep-over on University premises for a period outside the ordinary hours of duty of the staff member, the staff member will be entitled to an allowance per sleep-over period in accordance with existing University Policy in relation to sleep over allowances. The allowance payable will be \$43.60 or 5.31% of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

ALLOWANCES AND LOADINGS APPLICABLE TO ACADEMIC STAFF ONLY

83. CAMPING ALLOWANCE

- 83.1 Staff members who in the course of authorised field duty are required to camp overnight will be paid a camping allowance for each night they are required to camp in accordance with University Policy. The allowance payable will be \$16.70 or 2.0% of the weekly rate derived from the HEW level 3, step 7 annual salary, whichever is the greater.

84. CLINICAL LOADINGS

- 84.1 The University may pay loadings to its professorial and other eligible staff as follows:

- The clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a full clinical department in a medical school and responsible for patient care will be \$21,893 per annum.
- The para-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a para-clinical department in a medical school will be \$14,612 per annum.
- The pre-clinical loading for a medically qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a pre-clinical department in a medical school will be \$10,960 per annum.
- Whether a member of staff is entitled to a full clinical loading rather than to a loading of \$14,612 or \$10,960 per annum will be determined by the University in the light of the nature and extent of the staff member's patient-care responsibilities.
- The dentally-qualified clinical loading for a dentally qualified full-time Professor, Associate Professor/Reader, Senior Lecturer and Lecturer employed in a medical school or dental school in the teaching of medical or dental students will be \$10,960 per annum.

84.2 Application

- All clinical loadings will be superannuable and will be paid to members of staff entitled thereto during periods of study leave, annual leave and long service leave.
- The loadings as provided above will be adjusted in line with salary increases specified in clause 22.

SCHEDULE 1

SCHEDULE 1 – ANNUAL SALARY RATES

1. Professional Staff Annual Salary Rates

HEW Level	Salary Step	Rates immediately prior to FWC approval (\$)	3% as from FFPPOA FWC approval (\$)	3% as from FFPPOA expiry of one calendar year following FWC approval (\$)	3.5% as from FFPPOA expiry of two calendar years following FWC approval (\$)	3.5% as from FFPPOA expiry of three calendar years following FWC approval (\$)
HEW 1	3	41,397	42,639	43,918	45,455	47,046
	2	42,240	43,507	44,812	46,380	48,003
	1	43,086	44,379	45,710	47,310	48,966
HEW 2	3	44,689	46,030	47,411	49,070	50,787
	2	45,580	46,947	48,355	50,047	51,799
	1	46,477	47,871	49,307	51,033	52,819
HEW 3	7	47,041	48,452	49,906	51,653	53,461
	6	47,979	49,418	50,901	52,683	54,527
	5	48,923	50,391	51,903	53,720	55,600
	4	49,910	51,407	52,949	54,802	56,720
	3	50,896	52,423	53,996	55,886	57,842
	2	51,914	53,471	55,075	57,003	58,998
	1	52,952	54,541	56,177	58,143	60,178
HEW 4	4	54,091	55,714	57,385	59,393	61,472
	3	55,177	56,832	58,537	60,586	62,707
	2	56,447	58,140	59,884	61,980	64,149
	1	57,857	59,593	61,381	63,529	65,753
HEW 5	8	58,799	60,563	62,380	64,563	66,823
	7	59,976	61,775	63,628	65,855	68,160
	6	61,200	63,036	64,927	67,199	69,551
	5	62,419	64,292	66,221	68,539	70,938
	4	63,647	65,556	67,523	69,886	72,332
	3	64,915	66,862	68,868	71,278	73,773
	2	66,212	68,198	70,244	72,703	75,248
	1	67,539	69,565	71,652	74,160	76,756
HEW 6	5	68,204	70,250	72,358	74,891	77,512
	4	69,567	71,654	73,804	76,387	79,061
	3	70,983	73,112	75,305	77,941	80,669
	2	72,396	74,568	76,805	79,493	82,275
	1	73,617	75,826	78,101	80,835	83,664
HEW 7	6	75,266	77,524	79,850	82,645	85,538
	5	76,772	79,075	81,447	84,298	87,248
	4	78,318	80,668	83,088	85,996	89,006
	3	79,875	82,271	84,739	87,705	90,775
	2	81,469	83,913	86,430	89,455	92,586
	1	82,553	85,030	87,581	90,646	93,819

HEW 8	6	84,676	87,216	89,832	92,976	96,230
	5	86,361	88,952	91,621	94,828	98,147
	4	88,106	90,749	93,471	96,742	100,128
	3	89,845	92,540	95,316	98,652	102,105
	2	91,633	94,382	97,213	100,615	104,137
	1	93,466	96,270	99,158	102,629	106,221
HEW 9	4	98,785	101,749	104,801	108,469	112,265
	3	100,760	103,783	106,896	110,637	114,509
	2	102,780	105,863	109,039	112,855	116,805
	1	104,854	108,000	111,240	115,133	119,163
HEW 10	1	105,840	109,015	112,285	116,215	120,283

NOTE: FFPPOA means “first full pay period to commence on or after”

2. Academic Staff Annual Salary Rates

Academic Level	Salary Step	Rates immediately prior to FWC approval (\$)	3% as from FFPPOA FWC approval (\$)	3% as from FFPPOA expiry of one calendar year following FWC approval (\$)	3.5% as from FFPPOA expiry of two calendar years following FWC approval (\$)	3.5% as from FFPPOA expiry of three calendar years following FWC approval (\$)	
A	8	58,696	60,457	62,271	64,450	66,706	
	7	62,055	63,917	65,835	68,139	70,524	
	6	65,406	67,368	69,389	71,818	74,332	
	5	68,761	70,824	72,949	75,502	78,145	
	4	71,486	73,631	75,840	78,494	81,241	
	*	3	74,211	76,437	78,730	81,486	84,338
	2	76,941	79,249	81,626	84,483	87,440	
	1	79,661	82,051	84,513	87,471	90,532	
B	6	83,853	86,369	88,960	92,074	95,297	
	5	86,998	89,608	92,296	95,526	98,869	
	4	90,143	92,847	95,632	98,979	102,443	
	3	93,289	96,088	98,971	102,435	106,020	
	2	96,434	99,327	102,307	105,888	109,594	
	1	99,578	102,565	105,642	109,339	113,166	
C	6	102,719	105,801	108,975	112,789	116,737	
	5	105,867	109,043	112,314	116,245	120,314	
	4	109,007	112,277	115,645	119,693	123,882	
	3	112,154	115,519	118,985	123,149	127,459	
	2	115,294	118,753	122,316	126,597	131,028	
	1	118,443	121,996	125,656	130,054	134,606	
D	4	123,686	127,397	131,219	135,812	140,565	
	3	127,877	131,713	135,664	140,412	145,326	
	2	132,068	136,030	140,111	145,015	150,091	
	1	136,259	140,347	144,557	149,616	154,853	
E	1	159,324	164,104	169,027	174,943	181,066	

Academic Research Assistant Annual Rates:

Research Assistant	53,596	55,204	56,860	58,850	60,910
Grade 1 (Victoria)	55,345	57,005	58,716	60,771	62,898
	58,696	60,457	62,271	64,450	66,706

* Minimum rate payable with doctoral qualifications or full subject co-ordination.

NOTE: FFPPOA means "first full pay period to commence on or after"

SCHEDULE 2

SCHEDULE 2 – TEACHING ASSOCIATE SESSIONAL RATES AND CASUAL ACADEMIC RESEARCH ASSISTANT RATES

Descriptors for the below activities are contained in Schedule 3					
Part-time non-fractional rates: \$/hour	Rates immediately prior to FWC approval (\$)	3% as from FFPPOA FWC approval (\$)	3% as from FFPPOA expiry of one calendar year following FWC approval (\$)	3.5% as from FFPPOA expiry of two calendar years following FWC approval (\$)	3.5% as from FFPPOA expiry of three calendar years following FWC approval (\$)
Lecture					
Basic (1 hour of delivery and 2 hours of associated work)	167.30	172.32	177.49	183.70	190.13
Developed (1 hour of delivery and 3 hours of associated work)	223.07	229.76	236.66	244.94	253.51
Specialised (1 hour of delivery and 4 hours of associated work)	278.84	287.21	295.82	306.17	316.89
Repeat (1 hour of delivery and 1 hour of associated work)	111.54	114.88	118.33	122.47	126.76
Tutoring					
Normal without doctoral qualifications or full subject co-ordination duties	119.34	122.92	126.61	131.04	135.62
Repeat without doctoral qualifications or full subject co-ordination duties	79.56	81.94	84.40	87.36	90.42
Normal with doctoral qualifications or full subject co-ordination duties	142.71	146.99	151.40	156.70	162.19
Repeat with doctoral qualifications or full subject co-ordination duties	95.14	98.00	100.94	104.47	108.13
Music Accompanying with Special Educational Service					
Without doctoral qualifications or full subject co-ordination duties	79.56	81.94	84.40	87.36	90.42
With doctoral qualifications or full subject co-ordination duties	95.14	98.00	100.94	104.47	108.13
Undergraduate Clinical Nurse Education					
Normal preparation without doctoral qualifications or full subject co-ordination duties	79.56	81.94	84.40	87.36	90.42
Little preparation without doctoral qualifications or full subject co-ordination duties	59.67	61.46	63.30	65.52	67.81

Normal preparation with doctoral qualifications or full subject co-ordination duties	95.14	98.00	100.94	104.47	108.13
Little preparation with doctoral qualifications or full subject co-ordination duties	71.36	73.50	75.70	78.35	81.09
Marking					
Complex	55.77	57.44	59.16	61.23	63.38
Standard	39.78	40.97	42.20	43.68	45.21
Standard with doctoral qualifications or full subject co-ordination duties	47.57	49.00	50.47	52.23	54.06
Supervision					
Preparation required	79.56	81.94	84.40	87.36	90.42
No preparation required and also without doctoral qualifications or full subject co-ordination duties	39.78	40.97	42.20	43.68	45.21
No preparation required but with doctoral qualifications or full subject co-ordination duties	47.57	49.00	50.47	52.23	54.06
Other Required Academic Activity					
Without doctoral qualifications or full subject co-ordination duties	39.78	40.97	42.20	43.68	45.21
With doctoral qualifications or full subject co-ordination duties	47.57	49.00	50.47	52.23	54.06
Casual Academic Research Assistant rates: \$/hour					
Research Assistant without relevant doctoral qualification	39.78	40.97	42.20	43.68	45.21
Research Assistant with relevant doctoral qualification	47.57	49.00	50.47	52.23	54.06

NOTE: FFPPOA means "first full pay period to commence on or after"

SCHEDULE 3

SCHEDULE 3 – TEACHING ASSOCIATE SESSIONAL RATES DESCRIPTORS

1. TUTORIALS

"Tutorial" means any education delivery, described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

Except for repeat tutorials, the rates prescribed are paid per hour of tutorial delivered (or equivalent delivery through other than face-to-face teaching mode) and assume two hours' associated work as defined below.

A repeat tutorial is a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days. The prescribed rates are paid per hour of tutorial delivered and assume one hour's associated work as defined below.

Where a tutorial is more or less than one hour in length, the payment will be pro-rata the appropriate rate for a tutorial of one hour's duration.

For the purposes of payment of a tutorial or repeat tutorial rate, "associated work" may encompass the following activities:

- preparation of tutorials;
- marking of student work for which the Teaching Associate staff member is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, tutorial or equivalent teaching environment;
- incidental administration of relevant records of students for whom the Teaching Associate staff member is responsible;
- contemporaneous consultation with students involving face-to-face and email consultation prior to and following a tutorial; and/or
- attendance at ad hoc meetings specifically for the purpose of assisting Teaching Associate staff to prepare for their tutorial and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the unit or course convenor/co-ordinator and where the meeting is scheduled on a day on which the staff member is not scheduled to undertake contact or other teaching activities.

2. LECTURES

"Lecture" means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

The pay rates are paid for one hour of delivery (or equivalent delivery through other than face to face teaching mode) and associated work as defined below.

For the purposes of payment of a lecture or repeat lecture rate, "associated work" may encompass the following activities:

- preparation of lectures;
- marking of student work for which the Teaching Associate staff member is responsible where the marking is performed (or could reasonably be performed) in the relevant classroom, lecture or equivalent teaching environment;
- incidental administration of relevant records of students for whom the Teaching Associate staff member is responsible;
- contemporaneous consultation with students involving face-to-face and email consultation prior to and following a lecture; and/or
- attendance at ad hoc meetings specifically for the purpose of assisting Teaching Associate staff to prepare for their lecture and which are intended as a substitute for preparation that the staff would have otherwise had to undertake, not including meetings formally initiated and/or scheduled by the unit or course convenor/co-ordinator and where the meeting is scheduled on a day on which the staff member is not scheduled to undertake contact or other teaching activities.

3. MUSICAL ACCOMPANYING WITH SPECIAL EDUCATIONAL SERVICES

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

The rates are paid per hour of accompanying delivered and assume one hour of preparation time for each hour of musical accompanying delivered.

Departments intending to pay the rates prescribed for such musical accompanying should first consult with the Human Resources Division.

4. UNDERGRADUATE CLINICAL NURSE EDUCATION

"Undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

The rates of payment for undergraduate clinical nurse education are paid for each hour of clinical education delivered and assumes, for each hour of clinical nurse education delivered: half an hour of associated working time for sessions requiring little preparation; or one hour of associated working time for sessions requiring normal preparation.

Departments intending to pay the rates prescribed for such clinical nurse education should first consult with the Monash HR.

5. MARKING

Except as otherwise determined at the discretion of the University, the following provisions will displace any more beneficial marking payment arrangements applying by way of local custom and practice within the University as at the commencement of this Agreement.

Teaching Associates will be paid marking rates as set out in this Agreement where they undertake marking as a requirement of the supervising lecturer in charge of the subject or course, other than marking which is performed (or could reasonably be performed) in the relevant classroom, tutorial/lecture or equivalent teaching environment.

The number of hours allowed for marking and the appropriate marking rate per hour will be determined by the Dean taking into consideration the expected time taken to undertake the marking based on the complexity of the marking in the context of the academic discipline involved. The Dean's determination of the number of hours for marking will be consistent with guidelines issued for each faculty. These guidelines will be developed in consultation with academic staff within the relevant discipline or organisational unit and will set out reasonable expectations about the number of hours to be allowed for marking based on the complexity of the marking and allowing for variations in level of experience of the marker in the context of the academic discipline involved.

The complex marking rate is paid for marking that is undertaken as a supervising examiner or which requires the significant exercise of academic judgement where for example detailed feedback and comments on complex assignments or examination papers and/or large body of work such as a thesis is required.

The standard marking rate is paid for marking that does not require a significant exercise of academic judgement such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided.

6. SUPERVISION

The supervision rates reflect the preparation required for supervision work.

7. OTHER REQUIRED ACADEMIC ACTIVITY

"Other required academic activity" includes work that the University requires a Teaching Associate staff member to perform and that is performed as required, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;

- musical coaching, repititeurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject co-ordination;
- consultation with students (other than as contemporaneous consultation for a tutorial or lecture);
- attendance at departmental and faculty meetings as required; and
- attendance at any of the activities set out in 1-4 above of this Schedule as directed.

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

SCHEDULE 4

SCHEDULE 4 – PART-YEAR, SEASONAL AND ANNUALISED HOURS TERMS

Applications for conversion as referred to in clause 20 of the Agreement will be dealt with in accordance with this Schedule 4.

1. CONVERSION

Eligibility for conversion

- 1.1 To be eligible to apply for conversion, a casual staff member must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- (a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time staff member; or
 - (b) over the immediately preceding period of at least 24 months.
- 1.2 For the purposes of this clause occasional and short-term work performed by the casual staff member in another classification, job or department will not:
- (a) affect the casual staff member's eligibility for conversion; or
 - (b) be included in determining whether the casual staff member meets or does not meet the eligibility requirements.
- 1.3 The University will consider an application for conversion. The University may not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (a) the casual staff member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
 - (b) the casual staff member is a genuine retiree;
 - (c) the casual staff member is performing work which will either cease to be required or will be performed by a non-casual staff member, within 26 weeks (from the date of application);
 - (d) the casual staff member has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;
 - (e) the casual staff member does not meet the essential requirements of the position; or
 - (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 1.4 The University will determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it will provide written reasons for rejecting it. If the application is accepted, the casual staff member will be offered a non-casual position.
- 1.5 Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with clause 16 of the Agreement. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the casual staff member work which is as regular and continuous as is reasonably practicable, will be consistent with the staff member's casual engagement.
- 1.6 Conversion may be, but is not required to be, to part-year, annualised hours or seasonal employment as provided under this Schedule. Conversion of a casual staff member to part-year, annualised hours or seasonal employment may occur where by custom and practice the work has been performed by casual staff members on such a basis, or otherwise by agreement by the University and affected staff members.
- 1.7 Subject to clause 38.10 of this Agreement, casual staff members converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements.
- 1.8 A casual staff member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (a) that rejection is solely based upon the ground set out in 1.3(c) above; and
- (b) that ground ceased to apply.

1.9 A dispute arising from the application of this clause will be dealt with in accordance with the dispute procedures set out in clause 12 of the Agreement.

2. SEASONAL, PART-YEAR, OR ANNUALISED HOURS OF EMPLOYMENT

Application

2.1 The terms and conditions in this Schedule apply to staff converted from casual employment to "Seasonal", "Part-Year" or "Annualised Hours" employment in accordance with this Schedule. To the extent of any inconsistency between provisions contained elsewhere in this Agreement and the provisions of this Schedule, the provisions of this Schedule will prevail.

"Seasonal" or "Part-Year" Staff Members

Definitions

2.2 "Seasonal" or "Part-Year" staff members are persons appointed as such, on a continuing or fixed-term basis to work one or more periods or seasons in each year, which may be a calendar year, as offered by the University consistent with this Schedule, or as subsequently varied by agreement with the Seasonal or Part-Year Staff Member.

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

Accrual of Pay

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

Accrual of and Entitlement to Take Leave

2.5 Leave, including annual leave, long service leave and sick leave will accrue during hours worked. Leave, other than annual leave and long service leave, will only be available to the staff members during the periods or seasons of work for which the Part-Year or Seasonal Staff Members are engaged. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

University Holidays

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

Termination of Employment

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

"Annualised Hours" Staff Members

Definitions

2.8 An Annualised Hours Staff Member is a staff member engaged as such on a continuing or fixed-term basis for a specific number of ordinary hours within any one calendar year as offered by the University, consistent with clause 16, or as subsequently varied by agreement with the Annualised Hours Staff member.

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

Accrual of Pay

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

Leave Entitlements

- 2.11 Annualised Hours Staff Members will be entitled to receive the leave entitlements of a full-time staff member on a proportional basis determined by the number of annualised ordinary hours required to be worked by the staff member within the year. The timing of taking annual leave and long service leave will be determined by the University, in consultation with the staff member.

University Holidays

- 2.12 Annualised Hours Staff Members will be entitled to the benefit of all holidays observed by the University that fall during periods for which they are rostered to work.

Overtime

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

Additional Hours

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

Alteration of Annual Hours

- 2.15 In the event that the number of annualised ordinary hours for which the staff member is engaged is altered by agreement then the University and the Annualised Hours Staff Member will ensure that from the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

Termination of Employment

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

SCHEDULE 5

SCHEDULE 5 – PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS

1. DEFINITIONS

1.1 Supervision

1.1.1 Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.

1.1.2 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.

1.1.3 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.

1.1.4 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 staff member may be required. Performance will be measured against objectives.

1.2 Qualifications

Within the Australian Qualifications Framework:

1.2.1 Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

1.2.2 Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

1.2.3 Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

1.2.4 Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

1.2.5 Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

1.2.6 Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two-year part-time post-Year 12 or post-trade certificate course.

- 1.2.7 Diploma
- A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- 1.2.8 Advanced diploma
- A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- 1.2.9 Degree
- A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.
- 1.2.10 Postgraduate degree
- A recognised postgraduate degree, over and above a degree as defined above.
- 1.2.11 Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.
- 1.3 Classification dimensions**
- 1.3.1 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.
- 1.3.2 Occupational equivalent
- Examples of occupations typically falling within each classification level.
- 1.3.3 Level of supervision
- This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
- 1.3.4 Task level
- The type, complexity and responsibility of tasks typically performed by staff within each classification level.
- 1.3.5 Organisational knowledge
- The level of knowledge and awareness of the organisation, its 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.
- 1.3.6 Judgment, independence and problem solving
- 1.3.6 (a) Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member 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.
- 1.3.6 (b) This dimension looks at how much of each of these three qualities applies at each classification level.
- 1.3.7 Typical activities
- Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

2. HIGHER EDUCATION WORKER LEVEL 1

2.1 Training level or qualifications

2.1.1 Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

2.1.2 Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the 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.

2.2 Occupational equivalent

Cleaner, labourer, trainee for level 2 duties.

2.3 Level of supervision

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

2.4 Task level

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

2.5 Organisational knowledge

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

2.6 Judgment, 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.

2.7 Typical activities

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

3. HIGHER EDUCATION WORKER LEVEL 2

3.1 Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires:

- knowledge, training or experience relevant to the duties to be performed; or
- completion of Year 12 without work experience; or
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

3.2 Occupational equivalent

Administrative assistant, security patrol officer.

3.3 Level of supervision

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

3.4 Task level

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

3.5 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 staff member's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

3.6 Judgment, independence and problem solving

3.6.1 Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

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

3.7 Typical activities

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

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

4. HIGHER EDUCATION WORKER LEVEL 3

4.1 Training level or qualifications

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

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

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

4.2 Occupational equivalent

Tradesperson, technical assistant/technical trainee, administrative assistant.

4.3 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.

4.4 Task level

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

4.5 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.

4.6 Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

4.7 Typical activities

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

4.7.2 In technical assistant positions:

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

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

4.7.3 In administrative positions perform a range of administrative support tasks including:

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

5. HIGHER EDUCATION WORKER LEVEL 4

5.1 Training level or qualifications

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

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

5.2 Occupational equivalent

Technical officer or technician, administrative above Level 3, advanced tradespersons.

5.3 Level of supervision

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

5.3.2 May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

5.4 Task level

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

5.5 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.

5.6 Judgment, independence and problem solving

5.6.1 In trades positions, extensive diagnostic skills.

5.6.2 In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

5.6.3 In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

5.7 Typical activities

5.7.1 In trades positions:

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

5.7.2 In technical positions:

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

5.7.3 In library technician positions:

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

5.7.4 In administrative positions:

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

6. HIGHER EDUCATION WORKER LEVEL 5

6.1 Training level or qualifications

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

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

6.2 Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

6.3 Level of supervision

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

6.4 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.

6.5 Organisational knowledge

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

6.6 Judgment, independence and problem solving

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

6.7 Typical activities

6.7.1 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.

6.7.2 In library technician positions, perform at a higher level than Level 4, including:

- assist with reader education programs and more complex bibliographic and acquisition services;

- operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.

6.7.3 In administrative positions:

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

6.7.4 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.

7. HIGHER EDUCATION WORKER LEVEL 6

7.1 Training level or qualifications

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

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

7.2 Occupational equivalent

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

7.3 Level of supervision

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

7.4 Task level

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

7.5 Organisational knowledge

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

7.6 Judgment, independence and problem solving

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

7.7 Typical activities

7.7.1 In technical positions:

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

7.7.2 In administrative positions:

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

7.7.3 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.

8. HIGHER EDUCATION WORKER LEVEL 7

8.1 Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

8.2 Occupational equivalent

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

8.3 Level of supervision

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

8.4 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.

8.5 Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

8.6 Judgment, independence and problem solving

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

8.7 Typical activities

8.7.1 In a library, combine specialist expertise and responsibilities for managing a library function.

8.7.2 In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.

8.7.3 In technical manager positions, the management of teaching and research facilities for a department or school.

8.7.4 In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

8.7.5 In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

9. HIGHER EDUCATION WORKER LEVEL 8

9.1 Training level or qualifications

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

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

9.2 Occupational equivalent

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

9.3 Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

9.4 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.

9.5 Organisational knowledge

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

9.6 Judgment, independence and problem solving

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

9.7 Typical activities

9.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

9.7.2 Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

9.7.3 Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

9.7.4 Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

10. HIGHER EDUCATION WORKER LEVEL 9

10.1 Training level or qualifications

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

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

10.2 Occupational equivalent

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

10.3 Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

10.4 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.

10.5 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.

10.6 Judgment, independence and problem solving

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

10.7 Typical activities

10.7.1 Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

10.7.2 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.

- 10.7.3 Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.
- 10.7.4 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.

11. HIGHER EDUCATION WORKER LEVEL 10

11.1 Training level or qualifications

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

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

11.2 Occupational equivalent

Senior program, research or administrative manager.

11.3 Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

11.4 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.

11.5 Organisational knowledge

Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

11.6 Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

11.7 Typical activities

- 11.7.1 Manage a large functional unit with a diverse or complex set of functions and significant resources.
- 11.7.2 Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.
- 11.7.3 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.

SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of

MONASH UNIVERSITY

Name:
Address:

Date

in the presence of:

Name:
Address:

Date

SIGNED for and on behalf of the

NATIONAL TERTIARY EDUCATION INDUSTRY UNION

as employee bargaining representatives

Name:
Address:

Date

in the presence of:

Name:
Address:

Date

NTEU - Monash University Branch Draft EB Claim (122/09/03)

The NTEU seeks a certified agreement, to be known as the: **Monash University [and Controlled Entities] Academic and General Staff Enterprise agreement 2003 (“the Agreement”)** with **Monash University and all University-related and subsidiary bodies** which should include the following:

1. CONDITIONS OF EMPLOYMENT GENERALLY

Conditions of employment specified in the Agreement shall be the same or more favourable than those specified in the previous Agreements.

2. SALARIES

That the salary rates for all NTEU members employed by the university be increased 8% from the date of expiry of the Monash University Enterprise Agreement 2000, (30 June 2003), and by a further 8% from 1 January 2004 and 8% from 1 January 2005.

3. WORKING HOURS AND WORKLOADS

That the Agreement provide for substantive and clear regulation of workloads of academic and general staff. Workloads will not be detrimental to an employee’s health or impinge unreasonably on family life and responsibilities. Regulation will include:

- a cap on teaching hours,
- consultation;
- procedures to ensure that workloads are not excessive;
- class size restrictions;
- a significant reduction in the ratio of students to full and part time teaching and research staff;
- appropriate planning for taking leave, TOIL and for backfilling of staff on leave and on other approved absences, and where there are temporary vacancies; and
- extension of overtime rates to HEW 8 plus and the access to paid overtime as requested.

4. ON-LINE TEACHING AND LEARNING

That the Agreement provide directly for the development of on-line teaching and learning opportunities in a manner which:

- Does not diminish the customary rights of staff in controlling the teaching and learning for which they are responsible.
- Protects the intellectual property rights of staff in relation to on-line teaching.
- Ensures that on-line teaching and related responsibilities are properly accounted for in applicable policies on workloads.

5. GENERAL STAFF CLASSIFICATION

That the Agreement prescribe clear, comprehensive and objective procedures for classifying general staff. These include provisions for agreeing on position descriptions and formats, joint central classification processes and a provision whereby the staff member is reclassified by default if the reclassification application is not dealt with within a timeframe to be prescribed in the Agreement.

6. SUPERANNUATION

That the Agreement protect existing superannuation contribution levels and arrangements and improve superannuation payments for casual staff, fixed term and others not receiving full entitlements.

7. MANAGING CHANGE

That the agreement provide for improved provisions for managing change in the workplace. These will include:

- a comprehensive and transparent set of procedures governing the development of change proposals;
- a stronger consultative process including the timely and advanced notification to NTEU of intended workplace change;
- NTEU and staff involvement and participation in decisions concerning change, including equal staff representation on management of change committees; and
- penalties for non-compliance with the Managing Change procedures.

8. JOB SECURITY

That job security for employees be enhanced by measures including maintaining the size of the workforce, limiting casual employment and contracting out, and improved redundancy, restructuring and managing change provisions.

That all staff will be adequately and continuously trained and multi-skilled to national or state accredited standards to ensure maximum redeployment opportunities.

That the Agreement provide for two centrally resourced adjustment funds to avoid local financial crises and avoid redundancies, one a structural adjustment fund, and the other a fund to supplement research staff salary shortfalls.

That the Agreement include an improved conversion process for fixed-term staff and limits on the use of student employment fixed-term contracts.

9. CASUAL EMPLOYMENT LEVELS AND CONDITIONS

That the agreement provide for a reduction in the levels of casual employment, and the monitoring of those levels, together with improvements in conditions in employment of casual staff, including:

- improved facilities for casual staff;
- compensation for casual staff research, publication and creative work;
- clarification of the appropriate rates for marking, teaching, etc;
- a casual staff professional development fund;
- conversion process for casual General and Academic Staff;
- increase in casual loading to 30%;
- payment of salaries within 14 days

- that overtime be payable to casual staff who on one day perform more than 7 hours work, on the same basis as would be applicable to a full-time employee; and
- where necessary, inclusion of attendance at lectures or other teaching activities given by other staff, in the definition of “other academic duties”.

10. UNION RIGHTS AND RESOURCES

That the agreement provide the right for NTEU representation on all committees and boards operating within the University.

That the agreement provide for facilities, resources (including access to IT infrastructure), time release, pay roll deductions, encouragement of union membership and other benefits for union delegates and union members to assist in the settlement of disputes and other legitimate union business.

11. PRIVACY OF ELECTRONIC COMMUNICATIONS

That the University allows for the access to electronic communication for reasonable personal and union-related use and acts to protect the privacy of its employees from electronic surveillance in accordance with the provisions of the recommended clause below.

12. AUSTRALIAN WORKPLACE AGREEMENTS

That the Agreement provide that the University will not offer or make any Australian Workplace Agreement to any employee or potential employee whose employment is of a type covered by this Agreement.

13. DISPUTE SETTLING PROCEDURES AND ACTIONS TO FOLLOW BREACH

Improve existing dispute settling procedures by providing for verifiable remedial action to follow breaches of the Agreement.

14. DISCIPLINE AND ILL-HEALTH PROCEDURES

That the Agreement provide that staff be given at least three days notification of any meeting that is held under the auspices of the discipline procedures and that NTEU be notified simultaneously.

That the Agreement provide for Misconduct Investigation Committees to have enhanced powers, and that provisions consistent with existing academic provisions in respect of misconduct, due process before dismissal and termination on the grounds of ill-health, apply to all staff.

15. GRIEVANCE PROCEDURES

That the Agreement provide for fair treatment of employees and an agreed set of procedures to deal with grievances that include the resolution of disputes and remedial action to follow breaches of the Agreement.

16. PARENTAL LEAVE

That the Agreement provide for increased parental leave provisions and a Maternity and adoption leave standard of 14 weeks fully paid leave plus 38 weeks paid at 60% of salary and its extension to casual staff. This leave is to be paid out of a central university fund.

17. FAMILY FRIENDLY WORKPLACES

That the Agreement provide for improved leave and workplace flexibility for employees with caring or family responsibilities.

18. INDIGENOUS

That the higher education institution develop and implement an Aboriginal and Torres Strait Islander employment strategy, in conjunction with the NTEU. The parties recognise that a supportive working environment for Aboriginal & Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

Consistent with principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice, and cultural affirmation, the parties

are therefore committed to the development and implementation of an Aboriginal & Torres Strait Islander employment strategy which seeks to:

- maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency;
- increase, encourage and foster Indigenous employment and participation at all levels of work activity;
- facilitate and encourage the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives.

19. IMPROVED CONDITIONS RELATING TO STAFF WELFARE

That the Agreement provide an acceptable definition of and effective procedures for dealing with grievances related to Workplace Bullying.

20. HIGHER EDUCATION STRESS STUDY

That the University's Occupational Health and Safety Committee consider the 2002 study – "Occupational Stress in Australian Universities: A National Survey" and report to the parties on what measures the University needs to take to address the issues raised in that study.

21. INTELLECTUAL FREEDOM

That the Agreement include procedures and policies which protect and promote the rights and freedoms of staff members to comment and engage in public debate, including a debate on the operation and governance of the University.

22. INTELLECTUAL PROPERTY

That the Agreement include provisions which recognise the rights of employees to an appropriate share in the ownership of intellectual property; and which provide for fair means of resolving disputes relating to intellectual property.

23. COVERAGE

That the Agreement shall apply to all employees of the University and of its related or subsidiary bodies from the day after the nominal expiry date of any extant agreements covering those bodies.

24. LENGTH OF AGREEMENT

That the Agreement operate from the date of certification until no later than June 2006.

25. APPEAL PROCEDURES

That the University improve appeal processes (including by having an independent chairperson) and extend access to appeals for a range of employment matters, including:

- disciplinary actions;
- academic promotions;
- job classifications;
- probation;
- incremental progression;
- appointment process; and
- redundancy.

26. EMPLOYMENT CONTINUITY – RESEARCH STAFF

That the Agreement provide for improved job security beyond an annual contract and the recognition of entitlements which would otherwise be lost due to interrupted service.

27. DEFINITION OF RESEARCH ONLY FOR ‘HECE’ PURPOSES

That the Agreement provide for an improved definition of research-only functions.

28. PRO-RATA LONG SERVICE LEAVE FOR CONTRACT STAFF

That the Agreement ensure that contract staff with at least five years’ service, whose contracts are not renewed, receive pro-rata long service leave wherever a

continuing employee with the same length of service would be so entitled in a case of redundancy.

29. TRANSFERABILITY OF LONG SERVICE LEAVE

That the Agreement provide for improved transferability of long service leave entitlements between Institutions for both academic and general staff, according to criteria no less favourable than those set out in the 1991 Structural Efficiency Principle Agreement.

30. PROBATION

That the Agreement provide for improved probation procedures, particularly in relation to assessment and appeals, and that the maximum probation period for general staff be shortened to three months.

31. PERFORMANCE MANAGEMENT

That the Agreement provide for new performance evaluation processes that take explicitly into account staff workloads and working conditions, including occupational health and safety, and staff development needs.

That the Agreement will include a process for upward appraisal of all supervisory and managerial staff.

32. SENIOR MANAGEMENT ACCOUNTABILITY

That the University provide all details of executive remuneration, including how that remuneration relates to performance. This is to be reported openly to Council twice a year and be thereafter available publicly on the Monash University website.

That the Key Performance Indicators of all senior managers, and their annual performance against these measures, be displayed on the Monash University website.

33. ACADEMIC PROMOTION

That the Agreement provide for an agreed set of promotion procedures and an appeal process for academic staff.

34. OUTSIDE STUDIES PROGRAMME

That the Agreement provide that all academic staff be entitled to six months' outside studies program per three years of service, with the provision for shorter periods of OSP to be taken in special cases to enable the development of a research profile.

35. GENERAL STAFF CAREER PROGRESSION

That the Agreement provide for linking of classification levels and Personal Classification for general staff as nominated by the union. This will include:

- the ongoing provision of adequate and effective career focused training and development;
- the immediate and ongoing development of work-based learning programmes that meet national and state standards for accreditation, knowledge, skill and competency;
- improved entitlements to study leave to assist general staff career progression; and
- the creation of a central University fund to develop and finance such learning systems.
- The University will develop such learning systems infrastructure in consultation with NTEU.

36. INTERCAMPUS WORK AND TRAVEL

Each employee of the University will be employed to work at one designated campus.

Work carried out at another campus will be in accordance with the following:

- for travel between campuses the employee will have access to the University's car fleet or be compensated for the use of their own car, or be provided with taxi vouchers;
- all travel time shall be counted as worktime and workload.
- where an employee is required to attend a campus other than their designated campus for consecutive days, the employee shall be entitled to a per diem allowance;
- access to adequate facilities such as office space, telephone, desk, stationery, photocopiers and a computer with up to date software, shall be provided at every campus on which a staff member is required to work;
- where an employee is significantly disadvantaged by a requirement to work on more than one campus due to family commitments, they shall not be required to undertake such work.

37. WORKING OFFSHORE

That the Agreement provide for working offshore to be a voluntary component of staff work, and that information and entitlements for such staff be improved.

38. OUTSOURCING

That the outsourcing of any work require negotiation with the NTEU.

39. RELOCATION

Relocation from one campus to another must be at the agreement of the staff member concerned. A staff member who agrees to a proposal to relocate from one campus to another will be fully reimbursed by the University for any expenses incurred in the relocation.

40. WHISTLE-BLOWER PROTECTION

That the Agreement will include provisions that protect staff who raise issues illegality or impropriety within the University.

41. WITNESS AND COMMENTATOR PROTECTION

That the Agreement provide for appropriate support and protection for employees who in the course of their employment are subject to litigation for public comments or for giving evidence in Court.

42. INCORPORATION OF TERMS OF ENTERPRISE AGREEMENT INTO CONTRACTS OF EMPLOYMENT

That the Agreement provide for the University to take the necessary action to ensure that staff have the choice of having their entitlements under the Agreement incorporated as terms of their contract of employment.

43. PARKING

That the Agreement provide for improved parking access and affordable parking for all staff.

44. SALARY PACKAGING

That the Agreement provide for an improved range of items that can be salary packaged.

45. ALLOWANCES

That the Agreement provide for an improvement to all existing allowances, loadings and other such payments.

The agreement provide for on call allowances for all staff

That the Agreement provide for allowances for duties associated with membership of Occupational Health and Safety Committees, positions as certified first aid providers and building wardens.

46. SPECIAL UNIVERSITY DAYS

That the Agreement provide a clear statement concerning adequate compensation regarding Open Day and other similar activities that require staff to work outside of normal hours.

46. OTHER ITEMS AS DETERMINED BY NTEU

30 May 2008

Professor Richard Larkins
Vice-Chancellor
Monash University
Clayton, VICTORIA

Dear Professor Larkins

Please find attached the National Tertiary Education Industry Union's Log of Claims for a new collective agreement or for a variation to the Monash University Enterprise Agreement (Academic and General Staff) 2005 under the Workplace Relations Act. The NTEU seeks to include in that Agreement the pay and conditions for its members as set out in the attached Log.

You will note from the Log that NTEU is seeking a relatively short Agreement expiring 31 December 2009. The reason for this is that the legislative and funding arrangements for universities through to 2011 (being the date an ordinary three-year Agreement would conclude) are not yet clear.

NTEU instead seeks a commitment to resume negotiations at the end of 2009 for a "roll-over" 2010-2011 Agreement, on the basis of the content of the 2009 Agreement and additional claims only in respect of:

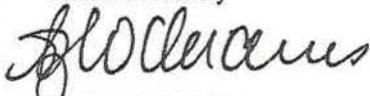
- a) matters that are no longer constrained by WorkChoices and associated regulations;
- b) further salary increases, and
- c) unexpected developments that materially affect the industrial relationship between the parties.

We seek commencement of bargaining negotiations with Monash University management at your earliest convenience, and to conclude an Agreement within three months. We ask that the University respond substantively in writing to our claims and in doing so include the issues that the University wishes to place on the agenda.

To this end, we wish to arrange to meet with the University's Bargaining Team in the next week, to discuss a bargaining timetable and the Union's Log. We are planning a combination of weekly meetings, commencing as soon as practicable, with more intensive negotiations and suggest that late June early July would be an ideal time.

Please let me know when your Bargaining Team would be available to meet.

Yours sincerely



Dr Carol J Williams
Monash University NTEU Branch President

Log of Claims by NTEU upon Monash University

The National Tertiary Education Union seeks either a new Collective Agreement with the University, to be known as the NTEU and Monash University Union Collective Agreement 2008-2009, or a variation to the Monash University Enterprise Agreement (Academic and General Staff) 2005 under the Workplace Relations Act (in either case known as "the Agreement"), and:

1. Salary Increases

That the salary rates for all NTEU members employed by the University be increased by 15.75%.

2. Expiry Dates and Three-Year Framework

That the parties agree on an overall 3-year framework for salaries and employment conditions, comprising:

- a) a comprehensive Union Collective Agreement operating from the date of lodgement until 31 December 2009 which fully settles all matters other than the following reserved items:
 - matters that are currently constrained by WorkChoices and associated regulations but will no longer be so constrained after 31 December 2009;
 - further salary increases until June 2011; and
 - unexpected developments that materially affect the industrial relationship between the parties.
- b) A replacement Union Collective Agreement for the period December 2009 – June 2011 incorporating the 2009 Union Collective Agreement and settlement of the reserved items.

3. Restoration of Employment Rights lost due to HEWRRs and WorkChoices

That rights lost or moved to policy, in the negotiation of HEWRR-compliant Agreements, whether individual or collective, substantive or procedural, be restored in full, including but not limited to Termination of Employment, Job Security, Discipline Procedures, and Types of Employment.

That the limitations imposed by the HECE Award on the use of fixed term employment (as amended to 2006) be restored.

That in relation to enhanced severance for fixed term contract employees, rights to conversion, or rights to further employment, and like matters, the Agreement provide for retention of these provisions to the extent that they are relevant following the reinstatement of limitations on the use of fixed-term employment.

That staff who met the conversion tests of the 2000 EBA other than time period on contract be not disregarded for consideration for conversion solely on the basis that their appointment was prior to 22 November 2005

4. Casual Employment

That, in relation to casual employees, the Agreement provide for:

a) Monetary Issues:

- A significant improvement in casual academic pay, including pay for all duties performed and hours worked
- Improved definition of duties and roles for the full range of casual academic employees
- An increase in preparation time for casual lectures
- Improved superannuation
- Incremental progression
- Holders of honorary positions at the university who deliver lectures, seminars or tutorials to be paid for that work as if sessional employees.

b) Career Paths and Job Security:

- A limitation on the extent of casual employment
- Arrangements allowing designated casuals access to more secure forms of employment and career development opportunities

c) Resources and Collegiality:

- Improved facilities and, where appropriate, necessary allowances.
- Inclusion of casual academic staff in the collegiate activities and life of the relevant academic work unit.

5. Grant funded Research Staff

That the Agreement provide more secure forms of employment, and improved employment conditions (including 17% employer contribution to superannuation) for fixed term staff funded by special grants and other forms of "soft money."

6. Parental Leave

That the Agreement provide for improved parental leave, including more flexible return to work arrangements.

7. Superannuation

That the Agreement protect existing superannuation contribution levels and arrangements and improve superannuation payments for fixed-term, part-time and casual staff not receiving full entitlements and less than 17% employer contribution.

8. Carers' Leave

That the Agreement provide for improved carers' leave, including the allocation of leave credits for this purpose that is not from other accruals and more flexible working arrangements in relation to caring responsibilities.

9. General Staff Classification

That the Agreement prescribe clear, comprehensive and objective procedures for classifying general staff, which include agreed position description, joint classification processes and determinative appeal rights and a provision whereby the staff member is reclassified by default if the reclassification application is not dealt with within a timeframe to be prescribed in the Agreement.

10. Intellectual Freedom

That the Agreement include procedures and policies which protect and promote the rights and freedoms of staff members to comment and engage in public debate, including a debate on the operation and governance of the University.

11. Indigenous Employment

That the Agreement include an Aboriginal and Torres Strait Islander employment strategy, developed in conjunction with NTEU, and recognising that a supportive working environment for Aboriginal & Torres Strait Islanders requires the redress of racism, social injustice, exploitation and employment inequity.

Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait Islander Self-Determination, social and restorative justice, and cultural affirmation, the Aboriginal & Torres Strait Islander employment strategy will seek to:

- a) maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self sufficiency;
- b) increase, encourage and foster Indigenous employment and participation at all levels of work activity;
- c) facilitate and encourage the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives;
- d) establish clear and enforceable targets for Indigenous employment, together with an Indigenous Employment Development and Monitoring Committee to oversee fulfilment of these targets;
- e) establish a senior Indigenous position within the University with responsibility for Indigenous matters.

12. Workloads and Staffing Levels

That the Agreement provide for substantive and clear regulation of workloads of academic and general staff, paying particular attention to the needs for development and support of early career academics.

13. Coverage

That the Agreement apply to all employees of the University and of its related or subsidiary bodies provided that the terms of the Agreement shall apply according to the relevant legislation after the nominal expiry date of any extant Agreements covering those bodies.

14. Dispute Settling Procedures

That the Agreement (or other appropriate instrument or arrangement where appropriate or necessary due to any legal limitations) provide for fair, effective and timely arbitration of disputes at the request of either party to the Agreement, and Union involvement in all dispute settlement leading to arbitration.

15. Union Rights and Resources

That the Agreement (or other appropriate instrument or arrangement where appropriate or necessary due to any legal limitations):

- a) restore the de facto position as regard the role, functions or rights of the Union in acting on behalf of its members, as agent and as party principal;
- b) Without limiting the foregoing, provide for facilities, resources, time release, payroll deductions, union training, union meetings, encouragement of Union membership and other benefits for the Union and Union members to assist in the settlement of disputes.

16. Job Security

That the Agreement provide for improved job security for all staff.

17. Annual Leave

That the provision mandating a maximum accrual of annual leave to 30 days be abolished.

18. First Aid Allowance

That any staff member who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body shall be paid a weekly allowance if he/she is listed by the University as someone who may be called upon to perform first aid duty.

19. Parking

That the university provide staff-only parking areas within current Blue permit parking areas and issue staff-only multi-campus parking permits at the same cost as the Blue permits.

That any proposed increase in the cost of parking at Monash University be consulted with the NTEU at least three months before implementation.

20. OHS at Monash

That the university improve its implementation of OHS responsibilities by including on its Occupational Health and Safety Policy Committee a representative from the NTEU who may be an employee of the Monash University Branch of the NTEU. That the University report to that committee its activity in relation to workplace bullying.

21. Long Service Leave

That the Agreement provide for improved long service leave or payment in lieu, particularly by extending any more favourable provision of the Victorian Long Service Leave Act 1992, to all staff at the University, including casual and sessional staff.

22. Environmental Sustainability

That the University take steps to reduce its carbon emissions and ensure all its operations are environmentally sustainable in order to secure long term sustainability of conditions for university employment and staff job security. Further, that staff be protected from being disadvantaged in their employment as a result of raising issues related to environmental responsibility in the workplace.

The NTEU seeks a Collective Agreement, to be known as the Monash University and NTEU Union Collective Agreement 2012-2016 (“the Agreement”) and serves this Log of Claims in order to initiate enterprise bargaining.

The NTEU requests the University immediately notify staff of their rights in accordance with s173 of the Fair Work Act (2009).

The NTEU seeks:

1. Wages

1.1 NTEU seeks salary increases for its members employed by the University of 7% per annum (being an overall increase of 28% to 30 June 2016), as follows:

- 7% from 1 July 2012
- 7% from 1 June 2013
- 7% from 1 June 2014
- 7% from 1 June 2015

1.2 If payment of casual wages does not occur within 21 days of submitting a claim form (or completion of equivalent online payment request), an additional 3 hours’ pay will be added for each further day of delay in payment.

2. Duration and Expiry Date

2.1 That the Agreement operate from seven days after the date of its approval and have a nominal expiry date of 30 June 2016.

2.2 That the Agreement include a commitment to resume negotiations with the NTEU no later than three months before its nominal expiry date.

3. Coverage

3.1 The Agreement will apply to all employees of the University.

4. Indigenous Employment

4.1 The University will review and improve its Indigenous employment strategy (including setting a binding numeric target) and incorporate this within the Agreement.

5. Leave

5.1 Improved partner leave

The Agreement will provide improved partner leave of 20 paid days following the birth or adoption of a child.

5.2 Domestic Violence

That the Agreement:

Include an agreed statement of principle about domestic violence, and provide for the joint development of policies and protocols to address circumstances where an employee is dealing with matters arising from or as a result of domestic violence; which shall include appropriate referral arrangements to relevant agencies, and the promulgation of the policies to staff and especially supervisors.

Provide that no employee will be disadvantaged in her/his employment because of the consequences of his/her dealing with matters arising from or as a result of domestic violence; and

Provide for the granting of sufficient special leave for an employee to deal with matters arising from or as a result of domestic violence, including but not limited to:

- (i) Seeking safe housing;
- (ii) Attending medical/counselling appointments;
- (iii) Attending court hearings and access legal advice;
- (iv) Organising alternate care or education arrangements for children; and
- (v) Rebuilding support networks with children, family or others.

5.3 That the requirement for 14 days notice of Ceremonial Leave when associated with a funeral or other cultural obligation be removed where the giving of 14 days notice is impractical.

6. Superannuation

6.1 All staff to receive 17% employer contribution by nominal expiry of Agreement.

6.2 That the Agreement incorporate, or provide for the incorporation of, the outcomes of the deliberations of the UniSuper Working Party involving the Board of UniSuper, Universities Australia and the Union (insofar as these pertain to the employment relationship or the relationship between the University and the NTEU).

6.3 Employer superannuation contribution will be paid with respect to any portion of a termination or severance payment that is a payment in lieu of notice.

6.4 From 1 July 2013 the Agreement provide that all employer superannuation contributions for employees will not be subject to an age-related ceiling.

7. Workloads

Enforceable regulation of academic workloads, including:

- 7.1 Total workload which does not require working of excessive hours.
- 7.2 That the Agreement provide for each academic employee, an effective and quantifiable periodic cap on the hours to be worked in teaching and related duties or on measurable student load, based on a fair average assessment of the time associated with those teaching responsibilities, and with appropriate adjustments for leave, significant other allocated duties, and excess-carry-over arrangements, and a limit or limits on the period during which an employee can be required to teach.
- 7.3 That there be central funding of parental leave, OSP, long service leave, extended sick leave, to ensure effective and timely backfilling of temporary vacancies.
- 7.4 Education-Focused roles to be encompassed by the Agreement as a particular case of academic workload management. Where the Academic Workload Model does not adequately provide time for Education-Focused academics undertaking a PhD, that the

model be revised to the extent necessary to provide appropriate support for Education-Focused academics undertaking a PhD.

- 7.5 Research-only academics who teach to have maximum teaching load of 10% of annual allocatable hours. Such allocation must include all aspects of teaching work attached to the content delivery provided by the academic other than co-ordination functions.
- 7.6 That the Agreement provide for the creation of positions equal to 20% of the EFT for casual academics engaged in teaching at the University (according to the higher of the current “estimated casual” numbers and the previous “actual casual” numbers reported to DEEWR). These will be new continuing positions created over the period of the next agreement, to permanently replace and reduce casual academic teaching employment, and to be classified as Scholarly Teaching Fellows with an incremental range of 5 steps in the existing structure, commencing at the PhD point.

It is understood that these Scholarly Teaching Fellows will be teaching focused positions, with a maximum teaching load of up to 70%, with remaining time being available for other activities (including an entitlement of 20% for scholarship and/or research). The functions of these positions shall be properly defined in the Agreement, and there will be a capacity for possible access to the full Level B range following a career review in the first 3 years’ of appointment.

That the teaching duties of these positions be made up of work no less than 80% of which is work previously done by casual employees. These will be continuing appointments, either full or part time. The duties of an employee who has been made redundant (voluntary or otherwise) must not be allocated to these new positions within 3 years of the redundancy.

That these positions should be available on an open and competitive basis to any person who has had at least one year’s academic employment experience in an Australian university (but not including a previous or current continuing academic appointment). The above outcomes will require negotiation of the distribution of the various academic functions within the entry level academic workforce. It will also require a comprehensive workload framework which:

- a) Protects and strengthens limits on teaching and teaching related duties, particularly for the large number of academic staff with teaching and research responsibilities;
- b) Provides job security protection for current and future academic staff who wish to focus on scholarly teaching; and
- c) Prohibits the advertising of other new positions, or existing or vacant teaching and research positions, as teaching focused positions.

Regulation of professional staff workloads, including:

- 7.7 That the Agreement require that the University shall take all reasonable steps to ensure that professional staff employees are not working hours in excess of the ordinary hours of work prescribed by the Agreement, except in circumstances where the employee is receiving the appropriate overtime. Provided that time worked will accumulate and such accumulations will only be reduced by time taken or overtime paid, provided further that any untaken time will be paid out on termination of employment.
- 7.8 That there be central funding of parental leave, long service leave, extended sick leave, to ensure effective and timely backfilling of temporary vacancies.

8. Job Security

- 8.1 A position may be declared redundant only if its workload is abolished.
- 8.2 There shall be no net reduction in staffing numbers, and no increase in the student:staff ratio, during any year of the life of the Agreement.
- 8.3 There shall be no forced retrenchments during the life of the agreement.
- 8.4 That the Agreement provide that an employee can be declared surplus to requirements only in circumstances where the work done by the employee is no longer required to be performed by anyone.

Improved Consultation before and during Change processes

- 8.5 Consultation requirements in managing change provisions will be strengthened and clarified.
- 8.6 Definition of organisational change includes where staff numbers or workforce composition change by any means, regardless of whether there has been any impact on workload.
- 8.7 Where employee is to be redeployed or made redundant and has been acting in a higher position for 12 months or longer, redeployment and / or redundancy to be at the acting Level. The new Agreement to provide clear and improved processes where redeployment options are being proposed.
- 8.8 Clear and improved processes where organisational change leads to positions being cut and staff affected not being made redundant.
- 8.9 The operation of redeployment and like services to be transparent – all vacant positions to be made available for consideration by redeployee. This to include those employees who have not been declared redundant, though their position has been (or is to be) abolished.

Improvements in Redundancy and Redeployment provisions to ensure

- 8.10 Upon deciding to proceed with organisational change and after meeting its consultation obligations, the employer shall match affected staff against the opportunities in the new structure with a view to directly redeploying all those for whom it is reasonable to do so. Where there are more suitable employees to be redeployed than there are positions available, competitive merit-based selection among those employees is to be used to identify who obtains placement.
- 8.11 With respect to any portion of a termination or severance payment that is a payment in lieu of notice, accrued leave for that period shall also be paid on a pro rata basis.

9. Improved Workplace Culture

- 9.1 Prior to taking up any supervisory position, all staff to satisfactorily complete training in:
 - bullying prevention;
 - OHS responsibilities
 - sexual harassment prevention;
 - mental health awareness; and
 - relevant requirements of the Union Collective Agreement

Provided that where a person is appointed from outside the University to a supervisory position, this training must be completed satisfactorily within 3 months of commencement as a condition of employment.

10. Recognition by the University of NTEU Role

- 10.1 Insertion into the Agreement of provision for Union facilities and resources, including provision at no charge for the deduction and forwarding by the University to the Union of trade union dues and levies.

11. Professional Staff Issues

Mobility, Secondment, Exchange and New Appointment Opportunities

The University shall establish a staff mobility program to give staff the opportunity to have short-term developmental secondments, job exchanges and/or periods of fixed-term appointments, and competitive access to vacant permanent jobs. The principal purpose of such a program is to widen the skills and experience of employees and to improve the efficiency and effectiveness of the University through reduced staff turnover, lower staff appointment transaction costs and a more experienced and highly skilled workforce.

For this purpose, the University will take the following initiatives:

- 11.1 A secondment register will be maintained to advertise secondment opportunities and to keep a register of secondment positions and interested staff.
- 11.2 General staff will have the right to apply for fixed term positions on merit either through an agreed secondment arrangement or by assuming a fixed term appointment without giving up permanent employment with the University.
- 11.3 All vacancies of up to 12 months, and all leave replacements, will be advertised as internal secondment opportunities in the first instance, and preference will be given to internal applicants for such opportunities.
- 11.4 Positions must be advertised internally in the first instance, and positions at Levels 1-5 will always be given to internal applicants who meet the selection criteria.
- 11.5 A fixed term staff member will have the right to apply as an internal applicant for any permanent job.

Professional Staff Classifications

Each employee, including casual employees, shall have a clear entitlement to be classified at the classification that corresponds to the work performed by the employee for the employer.

Classification Procedures

The job of each employee, including casual employees, will be classified in accordance with the following procedures and criteria:

- 11.6 Each member of professional staff will have an agreed position description that matches their job. Position descriptions must be jointly reviewed at least once every five years or more frequently as part of annual review discussions. Position descriptions will be based upon relevant descriptors and position classification standards relevant to the work being done.
- 11.7 All staff will have regular access to an independent assessment or review of their classification. A staff member will not need advance approval by their supervisor in order to seek an assessment. The independent assessment will be carried out by a committee the members of which have been trained in objective classification methods against work value descriptors for each salary level with such descriptors directly forming part of the Enterprise Agreement. Such a committee will comprise an equal number of members nominated by NTEU and the University management with a Chair agreed by the parties.
- 11.8 All re-classification applications must be dealt with in a timely manner with successful

- applications back-dated at least to the date the employee first applied, with an appropriate right of appeal if an application is denied.
- 11.9 No reclassification decision will be influenced by budgetary considerations.
- 11.10 Research positions must be classified on the duties required, not on the basis of the grant funds applied for or received.

Professional Development

That in addition to existing staff development activities and programs, the University shall establish a centrally administered Staff Development Fund (equal to 1% of total professional staff salaries) to provide real opportunities for staff development. Employees shall be given assistance for development for their current job or for a planned career with the University. Such a Fund will provide:

- 11.11 An ability for employees to regularly apply for funded staff development and training programs and activities against agreed criteria.
- 11.12 Assistance to pay tuition fees or study costs, including HECS relief, or to reimburse a work area for an employee's absence on an approved study program or activity provided that the Fund will not be used for management-initiated day-to-day work training.
- 11.13 For a transparent and fair distribution of approved staff development opportunities across all classifications and job streams – technical, professional, clerical, etc
- 11.14 Some of the Staff Development Fund should be reserved for employees who have not previously had development opportunities and for those who have been in the same job for a long time.

12. Improved Conditions

- 12.1 That the Agreement protect all existing conditions of employment and rights of employees, whether individual collective or organisational (union rights), whether included in current Agreements or not, whether currently legal rights or custom and practice.
- 12.2 On-call allowance at Clause 27 to apply to all staff who work on-call.
- 12.3 Staff who vary their time fraction may vary it again on appropriate notice, such notice being no more than 3 months.
- 12.4 Severance scale for fixed-term professional staff to be same as for fixed-term academic who are not research only.
- 12.5 Personal Leave to be available for care of school-aged children on what is normally a school day, when the school is closed to its students.
- 12.6 Period of regular casual employment abutting fixed-term or continuing employment to count as service for calculating eligibility for LSL.
- 12.7 Provisions to accommodate staff who are breast feeding to be placed into the EA.
- 12.8 Course coordination receives payment at Level C for duration of that responsibility. Subject/Unit coordination receives payment at Level B for duration of that responsibility.
- 12.9 When calculating break in employment not count weekends.
- 12.10 That each letter of engagement issued to a potential fixed-term employee will clearly identify the applicable mode of fixed-term employment being offered, by citing the specific sub-clause of Clause 16.4 and stating why that mode is being used. Further, if the position is grant funded and the period being offered ends before the funding ends, that the letter also state this and explain why.
- 12.11 Probation processes for Professional staff be regulated by the Enterprise Agreement.

13. Workplace Bullying and OHS

- 13.1 That group complaints about bullying are an acceptable form of complaint and will be dealt with as a group complaint. This can include use of the employment-related grievance mechanism as a group mechanism.
- 13.2 That when a formal complaint alleging bullying is made, the University take all reasonable steps to secure the health and wellbeing of both the complainant and the respondent throughout the process of resolving the complaint.
- 13.3 Every claim of bullying (or similar behaviour even if the term itself is not used by the complainant) that is presented to the University, shall be treated as an OHS issue and reported upon to the local OHS Committee and to the OHSPC. Each such report shall be investigated independently. The report of the investigation shall be also reported to the local OHS Committee and to the OHSPC.
- 13.4 All OHSRs will be audited for the OHS training they have undertaken and when it was done. The report on the audit will go to OHSPC.
- 13.5 The use of Return to Work plans and the criteria expressed within them to be subject of consultation with NTEU. There to be twice-yearly reporting to NTEU of the RTW Unit's work.

14. No undermining of entitlement by administrative process

- 14.1 All University forms dealing with matters covered by the EBA must conform to the provisions of the EBA and not diminish any staff member's entitlements in any way.
- 14.2 That the following phrase be inserted prominently into every policy of the University dealing with conditions of employment in any way:
"Where this policy conflicts with or omits something from the Enterprise Agreement, the latter document applies to the extent of that conflict or omission."
- 14.3 The Agreement should include a statement that University Policies do not form part of this agreement, except to the extent that they:
 - a) Confer rights on an employees in relation to his or her employment conditions; and
 - b) Are not inconsistent with the other terms of this Agreement; and
 - c) Are not incorporated as entitlements of the employee into the contract of employment; and
 - d) They are not merely a restatement of another statutory right which the employee can enforce.
- 14.4 That procedures to improve the operation of Misconduct Investigation Committees be included in the Agreement, to enhance natural justice in the lead-up to and operation of an MIC and provide guidance to the parties and to the MIC members.
- 14.5 The Employment-Related Grievance clause to state that an aggrieved party who does not wish to approach her/his supervisor may approach a more senior person in the same management line.

15. Dispute Resolution

- 15.1 That the status quo as it stood prior to the matter in dispute arising to stand until the dispute is resolved; and
- 15.2 That transitional provisions be incorporated into Clause 12 to ensure the fair and appropriate carry-over of disputes and proceedings from the previous Agreement.

16. Academic Descriptors

- 16.1 That the Minimum Standards for Academic Levels be incorporated as a schedule to the Agreement.

This Log of Claims constitutes an initial set of items on which we hope progress can be made. We reserve the right to make further claims.



MEMO

I have been asked by Andrew Picouleau to provide the following:

- (a) An estimate of the cost (including on-costs) to the University if it were required to pay all sessional academic staff engaged to deliver 6 or more related lectures or tutorials in an academic unit of study 10 hours' pay at:
 - (i) the "other required academic activity rate" under the Higher Education Academic Staff Award 2010 (**the Modern Award**); and
 - (ii) the "other required academic activity rate" under the Monash University Enterprise Agreement 2014 (**the Agreement**).

(estimated cost of Reading Policies Claim)

- (b) An estimate of the cost (including on costs) to the University if it were required to pay all sessional academic staff engaged to deliver 6 or more related lectures or tutorials in an academic unit of study an additional 1 hours' pay for each 4 hours of delivery at:
 - (i) the "other required academic activity rate" under the Modern Award; and
 - (ii) the "other required academic activity rate" under the Agreement.

(estimated cost of Discipline Currency Claim)

- (c) An overtime report for general/professional staff including 2015.
- (d) The total value of employee salary packaging of mobile phones and laptops for 2015.

1. **Estimated cost of the Reading Policies Claim**

Method

- 1.1 In order to provide an estimated cost of the Reading Policies Claim, I identified all staff during 2015 that received a lecture or tutorial payment based on wage types, sorted by organisational unit. A total of 2,436 staff had received such payment in 2015.
- 1.2 Based on that information, I was able to identify the total number of casual/sessional staff engaged to deliver 6 or more lectures or tutorials by determining where there had been payment made to an employee for 6 units or more for lectures and/or tutorials in the same organisational unit. The total number of casual/sessional staff engaged to deliver 6 or more related lectures or tutorials was 2,157.
- 1.3 I then calculated an amount equivalent to 10 hours at the "other required academic activity rate" under the Modern Award (lower rate i.e. non PhD rate) plus on-costs and a separate amount for 10 hours at the "other required academic activity rate" under the Agreement plus on-costs. On-costs were applied at a rate of 15.91% to the gross payment to account for superannuation guarantee contribution, Payroll tax and Workcover.
- 1.4 In arriving at the total figure, staff that had previously received payment at the higher "other academic activity rate" had the higher rate applied. The actual qualifications/duties of the staff were not verified.



- 1.5 I calculated the 10 hours' payment under the Agreement as follows:
- (a) \$585.00 (\$50.47 per hour + 15.91% on costs x 10 hours) at the "other required academic activity" rate for those receiving the higher rate; and
 - (b) \$489.14 (\$42.20 per hour + 15.91% on-costs x 10 hours) at the standard "other required academic activity rate".

- 1.6 I calculated the 10 hours payment under the Modern Award as follows:
- (a) \$406.84 (\$35.10 per hour + 15.91% on-costs x 10 hours) at the "other required academic activity" rate for those receiving the higher rate; and
 - (b) \$358.27 (\$30.91 per hour + 15.91% on-costs x 10 hours) at the standard "other required academic activity rate".

Findings

- 1.7 Based upon my analysis, the total estimated cost of the Reading Policies Claim to the University based on 2015 data is as follows:
- (a) **\$1,110,386** under the Agreement; and
 - (b) **\$800,813** under the Modern Award.

2. **Estimated cost of the Discipline Currency Claim**

Method

- 2.1 In order to provide an estimated cost of the Discipline Currency Claim, I used the same data (being the number of casual/sessional staff engaged to deliver 6 or more related lectures or tutorials (2,157)) and rates as the Reading Policies Claim calculation.
- 2.2 For every 4 hours of lectures or tutorials delivered by those 2,157 staff an additional 1 hour has been calculated, up to a maximum of 40 hours per year.
- 2.3 I did not apply any "discounts" to the total figure to take into account any attendances of staff development, conferences etc.

Findings

- 2.4 Based upon my analysis, the total estimated cost of the Discipline Currency Claim to the University based on 2015 data is as follows:
- (a) **\$1,784,839** under the Agreement; and
 - (b) **\$1,283,418** under the Modern Award.
3. Overall, therefore the estimated annual cost of the claims is approximately:
- (a) \$2.7-2.8 million under the Agreement rates; and
 - (b) \$2.0-2.1 million under the award rates.



MONASH University

4. **Overtime Report**

4.1 Payroll records report that the total amount of overtime paid to eligible professional staff in 2015 was \$1,633,323.53 representing an average of \$2,370.60 paid to each employee that was paid overtime.

5. **ICT Salary Packaging**

5.1 Payroll records indicate that the total value salary sacrificed by Monash staff in respect of laptops and mobile phones in 2015 was:

- (a) **\$285,541.09** (laptops); and
- (b) **\$167,099.06** (mobile phones).

Please contact me if you wish to discuss.

Damian Membrey

Payroll Services Manager, Monash University

AP-4

[Monash University](#) > [HR](#) > [Workplace-policy](#) > [Remuneration](#)

Remuneration and Benefits - Overtime and time off in lieu (Professional Staff)

Title of Parent Policy

[Remuneration and Benefits](#)

Preamble

The purpose of this procedure is to facilitate the operation of the overtime and time off in lieu (TOIL) provisions of the [Monash University Enterprise Agreement \(Academic and Professional Staff\) 2014](#) and to maintain an effective system for staff and supervisors to record overtime and TOIL.

This procedure applies to all professional staff employed under the Monash University Enterprise Agreement (Academic and Professional Staff) 2014, other than Performance-Based Contract (PBC) staff.

Definitions

Enterprise Agreement: means the [Monash University Enterprise Agreement \(Academic and Professional Staff\) 2014](#).

ESS: an online Employee Self Service system which provides staff members with easy and private access to personal and current employment information held by the University.

Reasonable travelling time: is the period of time normally required to travel from the place of residence of the staff member to the normal workplace and back.

Staff member: is a professional staff member employed by the University under the terms of the Enterprise Agreement other than a PBC staff member.

Supervisor: means the person who is responsible for the supervision of staff member(s) and in most cases this will be the immediate line manager.

TOIL: means time off in lieu of payment of overtime.

TOIL Record: is a documented record of overtime worked that includes confirmation of agreement to TOIL between the supervisor and staff member prior to any authorised overtime being worked.

In accordance with [Clause 72](#) of the Enterprise Agreement, the ordinary hours of duty for professional staff are 36.75 hours per week. For non-shift staff, those hours are to be worked Monday to Friday, within the span of the following hours:

- 8:00am and 6:00pm for staff who were employed by the University immediately prior to 7 October 2014 (the date the Enterprise Agreement commenced to operate) and who have continued to be employed by the University; and
- 8:00am and 8:00pm for staff who commenced to be employed by the University on or after 7 October 2014 (the date the Enterprise Agreement commenced to operate).

The University will endeavour to ensure that professional staff members do not work excessive or unreasonable hours. If a staff member does work overtime, it must be agreed and authorised in advance and undertaken in accordance with the terms of the Enterprise Agreement.

Where the ordinary hours of duty are fixed, all authorised time worked in excess of or outside of the ordinary hours of duty prescribed by [Clause 72](#) will be overtime and will be paid for at overtime rates in accordance with [Clause 75](#) and this procedure.

Step 1 – Supervisor notifies staff member that reasonable overtime work is required

A staff member cannot work overtime unless instructed by his/her supervisor. As soon as possible after the need for overtime is determined, the supervisor will notify the staff member that overtime work is

required.

Prior to any overtime being worked by staff up to and including HEW level 7, the staff member and supervisor will determine and agree in writing on whether the overtime will be recorded as TOIL in the TOIL Record or recorded in an [Additional Hours/Overtime Time Sheet](#). Overtime worked by staff exceeding the top of the scale for HEW level 7 will be recorded as TOIL in the TOIL Record.

Step 2 – Staff member records overtime or TOIL

2.1 Staff at HEW 7 and below

Authorised overtime worked which is continuous with ordinary duty is to be recorded in a staff member's TOIL Record provided that:

- the staff member's salary does not exceed that of the top of the scale for HEW level 7; and
- prior to the overtime being worked he/she has agreed to TOIL.

In the case of staff employed at HEW level 7 Step 1 or below, TOIL accrues in the same manner as is prescribed in [clause 75.9](#) of the Enterprise Agreement for payment of overtime worked.

A staff member required to work overtime on recall which is not continuous with ordinary duty shall receive a minimum of 3 hours' payment in respect of that overtime notwithstanding the period of duty being less than 3 hours. Alternatively, the staff member may agree to TOIL and the TOIL accrued will be recorded in the staff member's TOIL Record according to the following:

For non-shift staff members working authorised recall overtime Monday to Saturday – TOIL of 3 hours x 150%

For non-shift staff members working authorised recall overtime on a Sunday – TOIL of 3 hours x 200%

For shift staff members working authorised recall overtime except on University holidays – TOIL of 3 hours x 200%

For staff members working authorised recall overtime on University holidays – TOIL of 3 hours x 250%

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

All other authorised overtime worked that is not recorded as TOIL is to be recorded in an [Additional Hours/Overtime Time Sheet](#).

2.2 Staff at HEW 7 and above

Where the staff member is in receipt of a salary in excess of that prescribed for the top of the scale for HEW level 7, authorised overtime worked is equivalent to the period of overtime worked and is recorded in a staff member's TOIL Record.

A staff member required to work overtime which is not continuous with ordinary duty will accrue TOIL equivalent to the period of authorised recall overtime worked.

Step 3 - Supervisor approves overtime or TOIL

Authorised overtime and TOIL records must be approved by:

- the staff member's supervisor; and
- someone with appropriate financial delegation.

Where possible, the staff member should complete overtime on-line using ESS rather than a hard copy form. In this case, the staff member should contact Monash HR on 990 20400 for the required set up. For paper-based applications, overtime is completed via the additional/overtime form. The approved form must then be submitted electronically to Payroll Services.

The TOIL Record is to be maintained at the local level in the staff member's workplace and is to be retained for a minimum of eight years from the date of TOIL accrual in accordance with the [Monash University Retention and Disposal Authority](#).

If TOIL has not been taken within 6 months of accrual, the staff member's TOIL entitlement will be forfeited under the terms of the Enterprise Agreement (except where paragraph (d) or (e) of [Clause 75.10](#) of the Enterprise Agreement apply).

Additional Considerations

Following the completion of overtime duty, a staff member shall be released from ordinary duty for a period not less than 10 consecutive hours (plus reasonable travelling time) and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence. If a staff member works so much overtime that there would not be a break of at least 10 consecutive hours (plus reasonable travelling time) between the end of the overtime duty and commencement of the next period of ordinary duty, the staff member is to be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours (plus reasonable travelling time) and such release is to be without any loss of pay for scheduled ordinary duty occurring during such absence.

Responsibilities

Staff Member

The individual staff member is responsible for:

- completing and signing his/her TOIL Record;
- managing his/her TOIL accrual so as not to accrue an excessive amount;
- making arrangements to take TOIL within six months of accrual; and
- signing the Additional Hours/Overtime Time Sheet, where overtime worked is to be recorded in an Additional Hours/Overtime Time Sheet.

Supervisor

The supervisor is responsible for:

- authorising and signing the staff member's TOIL Record
- ensuring he/she does not unreasonably limit the taking of TOIL such that the staff member is unable to take his/her TOIL within six months of accrual;
- maintaining the staff member's TOIL Record in the workplace and retaining the TOIL Record for a minimum of eight years from the date of TOIL accrual in accordance with the Monash University Retention and Disposal Authority; and
- where overtime worked is to be recorded in an Additional Hours/Overtime Time Sheet and payment is due, signing and arranging signature by the payment authoriser and submission to Payroll Services.

Payroll Services, Monash HR

Payroll Services is responsible for processing [Additional Hours/Overtime Time Sheet](#) into the University's payroll system.

Related Enterprise Agreement Clauses

[Monash University Enterprise Agreement \(Academic and Professional Staff\) 2014](#)

- [Clause 75 – Overtime and Time Off in Lieu](#)
- [Clause 80 – Overtime Meal Allowance](#)

Related Documents

- [TOIL Record](#)
- [Additional Hours/Overtime Time Sheet](#)

Version number:	1.0
Effective date:	5 March 2015

Procedure author:	Director Workplace Relations
Procedure owner:	Executive Director, Monash HR
Contact:	<ul style="list-style-type: none">▪ ask.monash▪ or phone Monash HR on 990 20400

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Last updated: 19 March 2015 - Maintained by hr-web@monash.edu - [Accessibility information](#)

ADDITIONAL HOURS/OVERTIME/UNIFORM ALLOWANCES TIME SHEET TRADES & SERVICES STAFF (Catering and Retail, Cleaning and Caretaking and Miscellaneous Services)

Additional attendance times should be entered at the time the work is undertaken.
Please forward completed time sheets to reach Monash HR by 11:00 a.m. each Thursday.

Personnel Number		Time Fraction	
Family Name		Given Names	
Classification/Payscale Group		Award/Employee Sub Group	Trades & Services
Organisational Unit/Department		Staff Member's Signature	

Date	A Ordinary Daily Hours Worked (1)	B Additional Hours Start Time (2)	C Additional Hours End Time (2)	D =C-B Total Additional Hours	E Meal Break (3)	F =D-E Additional Hours Worked/Overtime Claimed (minus Meal Break)	Shift (Y/N)	Meal Allowance (Y/N)	Laundry /Uniform Allowance	Cost Centre (4)	Fund (4)

- Notes:**
1. Enter the ordinary hours rostered on the day e.g. 8 hours for full-time staff members working a 19 day cycle with a rostered day off
 2. Only enter the start and end times of the additional hours worked excluding the ordinary rostered hours
 3. Only complete the costing information if it varies from the staff member's standard costing on infotypes 0001 & 0027 (e.g. when the staff member works outside their home Cost Centre)

Authorisation	Name	Signature	Date	Contact Number
Attendance Verification (Supervisor)				
Payment Authorisation (Authoriser)				

HR Operations Use Only (Infotype 2010)							
Wage Type	Hours	Wage Type	Hours	Wage Type	Hours	Wage Type	Hours

ACTIONED BY	PAY PERIOD
--------------------	-------------------

For assistance to complete this form please contact Access HR on 03 990 20400
Please return completed form to Monash HR
EMAIL: pay-timesheets@monash.edu FAX: 03 9909902 9530 POST: Monash HR, Monash University VIC 3800
Monash HR privacy collection statement is located at <http://privacy.monash.edu/guidelines/collection-personal-information.html#hr>
Last updated: 6-Jun-16

AP-5

[Monash University](#) > [HR](#) > [Workplace-policy](#) > [Conduct-compliance](#)

Conduct and Compliance Procedure - Provision of University IT Equipment and Communication Facilities to Staff

Preamble

Some University staff members are required to be contactable outside business hours or whilst traveling on University business. In addition, some staff may have a need to work from home for short periods of time. In such cases, it is appropriate for staff to be provided with University IT equipment and communications facilities to enable them to conduct University business away from the office/campus.

The purpose of this procedure is to establish guidelines for the provision of University IT equipment and communication facilities to staff.

1. Procedure Coverage

This procedure applies to all staff provided with University IT equipment and communication facilities. It is the responsibility of staff to understand their obligations under this procedure. Failure to comply with this procedure may result in disciplinary action in accordance with the provision of the relevant enterprise agreement and contract of employment.

The following additional policies/procedures should be referred to when considering the "Provision of University Equipment to Staff" procedure:-

- Policy on Business Equipment and Communications Facilities Provided for Senior Executive Management Staff
- [Assets Policy & Procedures](#) (staff login required)

This procedure covers the provision of University equipment and communication facilities including:

- mobile telephones and pagers;
- personal computers;
- printers;
- lap-top computers;
- facsimile machines;
- iPods;
- palm-pilots;
- cameras;
- home telephone rental and calls; and
- home internet access.

2. Provision of University IT and Communication Equipment

Staff need to be aware that there is no automatic entitlement to University equipment and resources being provided to them unless specifically stated in their contract of employment.

Heads of Costs Centres will only approve staff requests for the provision of University IT equipment and communication facilities where it is appropriate for the efficient discharge of a staff member's responsibilities and where there is sufficient budget available to meet the costs of any such requests.

3. Approval for provision of items

Staff provided with the above listed items must have the arrangement approved by the relevant Head of Cost Centre to whom they report. When making a request for University IT equipment or communication facilities, staff are required to provide Heads with a written explanation as to why the items are required for use outside the workplace together with details of the length of time they are required. These requests must be approved by Heads prior to the purchase of the equipment or the provision of communication facilities.

4. Assessment by Head of Cost Centre

Before approving such requests, Heads are required to assess whether it is **essential** for the staff

member to have the equipment/facilities in order to effectively discharge their University responsibilities. Heads will also need to consider whether there are sufficient funds available to meet such requests.

5. Record of provision of equipment by Cost Centre Head

A record of the provision of equipment will be kept by Cost Centre Heads which details:

- a description of the item/s provided;
- an explanation as to what the item/s is required for;
- the length of time the item is required and the date by which it is to be returned;
- signature of the staff member accepting responsibility for the security and appropriate use of the item; and
- authorisation/approval by the Head of the Cost Centre.

6. Purchases remain the property of the University

Items of equipment purchased from University funds remain the property of the University and their use is subject to University policies. All equipment listed under this procedure must be considered as “attractive items” and as such, appropriately recorded in the department’s Attractive Items Register” and accounted for on a regular basis.

7. Use of equipment/communication facilities

Where staff are provided with equipment/communication facilities by the University they are expected to use these efficiently, carefully and honestly and not for personal financial gain, illegal, or political purposes.

8. Standard software installation

With respect to computer equipment, University standard software (including anti-virus software) must be installed.

9. Return of equipment to Cost Centre Head

Appropriate arrangements must be put in place to ensure that all equipment is returned to the Cost Centre Head on the departure of staff and returned equipment managed in accordance with the University’s Assets policy.

Staff will be required to provide whatever usage information the University may reasonably require to assist in the preparation of FBT or other statutory returns.

10. Cost reimbursement of telephone rental, call and Internet access

The University will not directly pay telephone rental and call costs on behalf of staff however, staff may make a claim for re-imburement of business calls and a reasonable proportion of the line rental from the University. With respect to the provision of home Internet access, the University will reimburse staff for the reasonable costs associated with the staff members use of the Internet from home.

11. Revocation of arrangement

Heads of Cost Centres may revoke arrangements for the provision of IT equipment and communication facilities to a staff member, at any time.

Procedure Responsibility

- Executive Director, Monash HR
- Heads of University Cost Centres

Related Procedures

- [Acceptable Use of Information Technology Facilities by Students policy](#)
- [Assets Policy & Procedures](#) (staff login required)
- [Conduct and Compliance Procedure - Paid Outside Work](#)
- [Monash University Software Catalogue](#)

- [Information Technology Use Policy - Staff & Other Authorised Users](#)

Related Documents

- [Privacy at Monash](#)
- [Monash University Enterprise Agreements](#)
- [Monash University IT Security Policy](#)
- [Monash University Network Access Control Policy](#)
- [Monash Domain Names Policy](#)
- [Telecommunications Act \(Cwlth\) 1997](#)

Version number:	1.0
Effective date:	1 July 2011
Procedure author:	Director, Workplace Relations
Procedure author:	Executive Director, Monash HR
Contact:	<ul style="list-style-type: none">• Ask.Monash• Or phone Monash HR on 990 20400

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AP-6

[Monash University](#) > [HR](#) > [Workplace-policy](#) > [Remuneration](#) > Packaging

Remuneration and Benefits Procedure - Salary Packaging

Title of Parent Policy

[Remuneration and Benefits Policy](#)

Preamble

The University recognises the importance of offering flexible remuneration planning to staff. Salary packaging (also referred to as salary sacrificing) is one way to provide staff with the flexibility to request a combination of cash salary and benefits to suit their individual and personal needs, and to increase their disposable income.

The purpose of this procedure is to provide key information regarding salary packaging benefits and applications to staff.

This procedure applies to the University's continuing and fixed term staff. Casual and sessional staff are eligible to salary package superannuation only. This procedure applies to Australian campuses only.

Definitions

ATO: is the Australian Taxation Office.

Benefits: is any non-cash benefit and cash payment (other than salary) made (or expected to be made) for the benefit of the staff member and cash payment made (or expected to be made) to the staff member by way of reimbursement of expenses incurred by the staff member.

Fringe Benefits Tax (FBT): is tax payable by the University to the Commonwealth Government on some categories of benefits provided to staff members.

FBT Year: runs from 1 April to 31 March.

Gross salary: is salary before tax.

PAYG: is 'Pay As You Go' income tax.

Remuneration: means salary plus benefits.

Salary: is payment for time worked that is paid by way of regular periodic cash payments and subject to PAYG tax.

Salary Packaging: refers to any arrangements made by the University to provide benefits in lieu of salary payments. For example, salary packaging that provides for the purchase of a notebook/laptop computer or similar device primarily for business purposes may be available.

Salary Packaging Commencement Date: is the effective date that the staff member's request for salary packaging commences.

Staff: is a person employed by the University and eligible to apply for salary packaging.

Taxable Income: is the income that an employer is required to withhold tax from.

1. How salary packaging works

Under a salary packaging arrangement staff can request for the University to provide certain benefits (as outlined in this procedure).

The University will pay for these benefits on behalf of the staff member or reimburse the cost of them, instead of providing gross salary with PAYG tax deducted. In return, the staff member will agree to 'sacrifice' or forego the cost to the University of providing the benefit.

Employer provided benefits which are provided as an alternative form of remuneration (i.e. by way of fringe benefits) are not assessable under the PAYG system, thus may provide a tax advantage for the staff member.

Standard salary structure



Remuneration structure with salary packaging



Salary packaging will not change the staff member's gross salary or their terms and conditions of employment.

A staff member's pre-packaged gross salary will continue to be used to determine calculations for the following entitlements:

- employer contributions to superannuation;
- payment of leave entitlements on termination;
- severance payments;
- loadings, allowances and deductions, which are calculated as a percentage of salary;
- overtime and shift penalties; and
- redundancy or early retirement benefits.

Packages will commence from the beginning of the next available pay period.

At present, the University offers benefits to staff that are either FBT exempt items or motor vehicles, which are concessionally taxed.

Benefits that staff claim as an income tax deduction when preparing an annual income tax return are not available for salary packaging (with some noted exceptions).

2. Financial advice

Care has been taken to ensure the accuracy of the information contained in this procedure, however it is not the intention to provide comprehensive information with respect to salary packaging. Individual circumstances vary and thus affect the benefits or otherwise of participating in salary packaging arrangements. Accordingly, the University strongly urges all staff planning to participate in the salary packaging process to seek independent financial planning advice. No person should rely on the contents of this procedure without first obtaining such advice.

The University is not responsible for the results of action taken on the basis of information contained herein nor for any error or omission in this publication and hereby expressly disclaims all and any liability and responsibility to any reader of this procedure in respect of anything done or omitted to be done (or the consequences thereof) by any person in reliance upon the whole or any part of the information contained in this site.

3. Items available for salary packaging

The University will deduct a flat rate administration fee of \$4.35 from a staff member's gross salary per fortnight in order to salary package the following standard benefits:

- Airline memberships
- Car parking permits
- Child Care
- Portable electronic devices
- Mobile phones
- Monash Sport memberships
- Motor Vehicle (novated lease)
- Superannuation (for UniSuper and Vic Super ESSSuper members only)

The University will decide the salary and benefits available to staff and may vary benefits available, and review and adjust the associated administration fee at any time.

Continuing and fixed term staff on contracts greater than 12 months are eligible to salary package the items listed in the table below. The University may allow staff with contracts of less than 12 months to salary package, depending on the items requested to be packaged.

Item	Details	How to apply
Car parking permit	Staff can salary package car parking permits for: <ul style="list-style-type: none"> • Berwick, Caulfield, Clayton and Peninsula campuses; • Alfred Hospital, Monash Medical Centre and Box Hill Hospital; 	<ul style="list-style-type: none"> • Staff must select the option of salary packing during the online purchasing process for campus-based permits. • Staff can apply for non campus-

	<ul style="list-style-type: none"> the Victorian Amateur Turf Club car park; and Smith Street car park (near Caulfield Campus). <p>The University will sacrifice the cost of the car parking permit from the staff member's gross salary in regular payments throughout the year, and allocate the cost directly to the relevant campus authority.</p>	<p>based permits via the following form: Salary package parking.</p>
Child care	<p>Staff may salary package child care fees from the following child care centres:</p> <ul style="list-style-type: none"> Caulfield - Monash Caulfield Child Care Association Inc; Peninsula - Windermere Early Learning Centre Clayton – Elwyn Morey Centre; Clayton - Monash Children's Centre Co-op Ltd; and Clayton - Monash Community Family Co-Operative. <p>The University will sacrifice the cost of the child care fees from the staff member's gross salary in equal fortnightly amounts and allocate the cost directly to the relevant child care centre. GST will not be applicable. Please note under a salary sacrifice arrangement the University is liable for payment of fees to the child care centre therefore there will be no entitlement to Child Care Benefits or the Child Care Rebate from the Department of Human Services. Further information is available in the Expectant and New Parent Kit.</p>	<ul style="list-style-type: none"> Staff should enrol the child with the child care centre and obtain a statement of fortnightly fees payable. Staff must attach the statement to the following completed form: Salary package childcare fees and submit it to Payroll Services for processing.
Mobile phone	<p>Staff can salary package one mobile phone, used predominantly for business purposes, each FBT year. Packaging must be (or commence) in the same FBT year/Tax year as the purchase was made. Retrospective purchases will not normally be packageable. The University will reimburse GST to the staff member in full, and sacrifice the GST exclusive cost of the phone from his/her gross salary over a number of pay periods.</p>	<ul style="list-style-type: none"> Staff must purchase the mobile phone and obtain a dated tax invoice in their name (where possible). Staff must apply for salary packaging immediately after the purchase has been made. Staff should attach the invoice to the following completed form: Salary packaging application - Other Benefits and submit it to Payroll Services for processing.
Monash Sport membership	<p>The fees for annual membership at Monash Sport Caulfield, Clayton and Peninsula may be packaged. Memberships include access to a range of facilities and services including full access to the fitness centre, group fitness classes and aquatic facilities.</p> <p>The University will sacrifice membership fees from a staff member's gross salary in equal, ongoing amounts over the year and allocate the cost directly to the relevant provider.</p>	<ul style="list-style-type: none"> Staff should organise membership in person at Monash Sport and complete and lodge the following form: Salary package Monash Sport membership Monash Sport will advise Payroll Services for processing.
Motor Vehicle (Novated Lease)	<p>Leasing represents a significant financial commitment, therefore staff should obtain advice from an independent financial adviser prior to entering into a novated lease arrangement.</p> <p>A novated lease is a variation to a standard finance lease. Instead of entering into a lease directly with a bank, staff enter into a lease arrangement with the University's employee car salary packaging scheme provider, NLC, and then transfer the obligation of the lease repayments to the University. The University will deduct the lease payments from the staff member's gross salary and make the lease payments to NLC on the staff member's behalf, while he/she remains an employee of the University. Staff intending to apply for a novated lease must familiarise themselves with the University's Novated Lease Policy [word] [pdf].</p>	<ul style="list-style-type: none"> Staff should contact NLC to ask questions and organise details: <p>(ph): 1800 643 044 www.nlc.com.au</p> <ul style="list-style-type: none"> NLC will provide details to Monash HR payroll for processing. In addition to the administration fee of \$4.35 per fortnight, the University will deduct \$10 per motor vehicle per fortnight. NLC may apply additional administration charges.
A portable electronic	Staff can salary package portable electronic devices that	<ul style="list-style-type: none"> A staff member should purchase

<p>device, as defined by the ATO, is a device that:</p> <ul style="list-style-type: none"> • is easily portable and designed for use away from an office environment; • is small and light; • can operate without an external power supply; and • is designed as a complete unit. <p>Examples include a calculator, personal digital assistant, laptop and portable printer.</p>	<p>are used primarily for work purposes. Staff can salary package more than one device per FBT year, however the items cannot have a substantially identical function, unless the item is a replacement item.</p> <p>Staff may include business computer software, primarily for work purposes, installed at the date of purchase or afterwards, as a packaged item.</p> <p>Network cards, carry bags, modems, zip drives and microphones are not FBT exempt and therefore these items cannot be packaged unless they are purchased as a package deal.</p> <p>Packaging must be (or commence) in the same FBT year/tax year as the purchase was made.</p> <p>Where staff purchase and salary package a work-related item, the depreciation claim previously available will no longer be available for that item.</p> <p>The University will reimburse GST* to the staff member in full, and deduct and reimburse the GST exclusive cost of the item from the staff member's gross salary over the next 3 months (6 pay fortnights).</p> <p><i>*on provision of a valid tax invoice</i></p>	<p>the item and obtain a dated and valid tax invoice in his/her name, clearly indicating that it is a portable item. Items that cannot be packaged should not be included on the invoice - staff should ask for a separate tax invoice for these.</p> <ul style="list-style-type: none"> • Staff must submit a valid tax invoice to receive GST reimbursement for the purchase. If a valid tax invoice is not received, staff will not receive reimbursement on the GST of the purchase. Only the cost of the item (exclusive of GST) will be processed for salary packaging. • Staff should attach the tax invoice to the completed form: Salary packaging application - Other Benefits • Staff must apply for salary packaging immediately after the purchase has been made. Retrospective purchases will not normally be packageable.
<p>Airline memberships</p>	<p>Staff may salary package Virgin Australia Lounge membership and Qantas Club 1 year, 2 year and lifetime memberships.</p> <p>The University will reimburse the GST to the staff member in full, and deduct and reimburse the GST exclusive cost of the membership from the staff member's gross salary in the same pay period.</p>	<ul style="list-style-type: none"> • Staff must follow instructions for application/ renewal on the Strategic Procurement Airline memberships website. • Staff should pay for the membership and obtain a dated tax invoice in their name. • Staff should attach the tax invoice to the completed form: Salary packaging application - Other Benefits and submit it to Payroll Services for processing.
<p>Superannuation – Regular member and voluntary contributions</p>	<p>UniSuper members have the option to convert their employee contributions (standard contribution 7% of gross salary) to pre-tax member contributions (standard contribution 8.25% pre-tax). The advantage to the staff member is that "take home pay" is increased as a result of a reduction in income tax liability. Additional voluntary contributions can also be made, however, it should be noted that ATO concessional superannuation contributions limits apply. Refer also to section 5. Legislative impact on salary packaging below.</p> <p>A staff member can obtain details of the concessional contributions relating to his/her service with the University for the current financial year by contacting the Superannuation Office on 9902 9585 or 9902 9497. The Superannuation Office will provide information to assist the staff member and his/her financial adviser to implement an appropriate salary packaging arrangement. The University will take no responsibility if a decision to salary package into superannuation results in a staff member exceeding concessional contribution caps.</p>	<ul style="list-style-type: none"> • Staff must complete the form: Salary package superannuation (continuing / fixed-term staff) Form and submit it to Payroll Services for processing.
<p>Superannuation – additional lump sum payments</p>	<p>A staff member may package additional lump sum payments to UniSuper such as performance bonuses or above engagement profile payments (in part or total) into superannuation provided he/she has made prior arrangements for this to take place. This request must be made by the staff member before they become entitled to any such payment.</p> <p>This is an ATO requirement and must be done before the commencement of any review or determination that may result in such a payment.</p> <p>Staff should refer to Superannuation – regular and voluntary contributions (above) and section 5. Legislative impact on salary packaging (below) for information</p>	<ul style="list-style-type: none"> • Staff must complete the Salary package superannuation (continuing / fixed-term staff) Form prior to being advised that he/she is eligible to receive a lump sum payment, and submit it to HR Operations for processing. • In addition to the administration fee of \$4.35 per fortnight, the University will deduct 1% of the lump sum packaged (max \$200).

	relating to ATO concessional superannuation contribution limits.	
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Casual and sessional staff covered by an enterprise agreement are eligible to salary package voluntary superannuation contributions as outlined in the table below.

Item	Details	How to apply and payroll administration fee
Superannuation: voluntary contributions into UniSuper Accumulation Account	Staff may salary sacrifice their entire salary or a percentage of their salary into superannuation. Staff should refer to Superannuation – regular contributions (above) and section 5. Legislative impact on salary packaging (below) for information relating to ATO concessional superannuation contribution limits.	<ul style="list-style-type: none"> Staff must complete the Salary package superannuation (casual / sessional staff) Form and submit it to Payroll Services for processing.

4. Changing or terminating the package

Staff may elect to cease packaging at any time.

The salary packaging year runs from the 1 April to 31 March, consistent with the FBT year.

If a staff member leaves the University during a year in which he/she has salary packaged, the staff member's entitlement to receive benefits stops and their package is ruled off and reconciled at the termination date.

The University will off-set monies owing against any salary, leave and other remuneration that may be due and payable to a staff member at the termination date. The University reserves the right to take legal action to recover all monies owing by staff members or former staff members of the University.

Where packaging involves a third party, such as child care centres, NLC and Monash Sport, Monash HR payroll may require written advice from the provider in addition to written advice from the staff member to cease salary packaging arrangements.

5. Legislative impact on salary packaging

Salary packaging arrangements are a complex area of remuneration management and the University must comply with the requirements of the ATO, relevant State and Federal taxation legislation and regulations associated with salary packaging. To ensure effective compliance with these bodies, the University policy and procedures have been established. Should there be any legislative changes in relation to salary packaging, the University reserves the right to make alterations to the policy and/or procedures.

ATO requirements

Staff cannot claim an income tax deduction on any benefits that are packaged. Staff are required to observe all standards regarding salary packaging. The standards are set by the Australian Taxation Office (ATO) and require complete proof of expenditure and adherence to the staff member's nominated flexible remuneration. Failure to observe the standards can result in ATO penalties.

Fringe Benefits Tax (FBT)

It should be noted that, with the exception of motor vehicles, all of the benefits which may be salary packaged by University staff are exempt from FBT and as such these benefits will have a 'nil' taxable value for FBT purposes.

Unlike some not-for-profit organisations, the University is not considered a public benevolent institution (PBI) as defined by the ATO, and is therefore restricted in the range of benefits that can be offered to staff without attracting an FBT liability for the University.

The cost of a staff member's remuneration package should be no more than the total cost of employment prior to salary packaging occurring. In the event of any increase in taxation paid by the University, including FBT or any state tax equivalent, the University will pass on such costs to the staff member.

FBT Reporting on Payment Summaries

Fringe benefits provided to staff (whether or not salary packaged) are required to be reported on a staff member's Payment Summary where the aggregate taxable value of fringe benefits provided exceeds \$2,000 per FBT year. The grossed-up value (i.e. multiplied by 1.8695) will be required to be shown on a staff member's Payment Summary. This amount will not be taxable to the staff member, but it will be taken into account for the purposes of determining the application of certain surcharges, levies and Government entitlements such as, the additional Medicare levy etc.

Reportable Employer Superannuation Contributions (RESK) Reporting on Payment Summaries

Reportable Employer Superannuation Contributions are salary packaged superannuation contributions which are shown on a

staff member's Payment Summary. This amount of RESC will be taken into account for the purposes of determining the application of certain surcharges, levies and government entitlements including (but not limited to) the additional Medicare levy.

Goods and Services Tax (GST)

The key impact of GST on University staff who salary package is that the University will generally be entitled to claim a GST input tax credit in respect of benefits which are salary packaged. In this regard, the amount which a staff member is required to salary sacrifice in respect of a particular benefit will, in most cases, be the GST-exclusive value of that benefit. Further information is provided throughout this procedure in relation to each of the benefits which may be salary packaged.

Concessional Superannuation Contributions

Concessional contributions are superannuation contributions made from pre-tax income and include employer contributions, pre-tax member and additional voluntary salary sacrifice contributions. These contributions are taxed at 15% when received by a complying superannuation fund.

The concessional contributions cap \$30,000p.a. (indexed) from the commencement of the 2014/15 financial year.

A higher concessional contributions cap of \$35,000 p.a. will apply to anyone aged 50 or over at 30 June 2014.

When an individual exceeds their annual concessional contributions cap in a financial year, the excess contributions will be subject to tax at their marginal rates.

Further information relating to payment of excess contributions tax can be obtained from the ATO's information regarding superannuation.

Responsibilities

Individual Staff Member

The individual staff member is responsible for:

- obtaining independent financial advice regarding their salary packaging;
- complying with this procedure including obtaining appropriate documentation; and
- observing all standards set by the ATO regarding salary packaging.

Payroll Services, Monash HR

Payroll Services, Monash HR is responsible for:

- processing and modifying salary packaging requests; and
- maintaining this procedure and related procedures and documents.

Workplace Relations

Workplace Relations is responsible for ensuring compliance of procedures with the University's relevant workplace agreements.

Related Procedures

[Remuneration and Benefits - Superannuation Procedure](#)

Related Enterprise Agreement Clauses

- [Monash University Enterprise Agreement \(Academic and Professional Staff\) 2014 - Clause 26 – Salary Packaging](#)
- [Monash University Enterprise Agreement \(Trades and Services Staff – Building and Metal Trades Staff\) 2009 - Clause 30 – Salary Packaging](#)
- [Monash University Enterprise Agreement \(Trades and Services Staff – Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff\) 2005 - Clause 30 – Salary Packaging](#)

Related Links

[Monash University Novated Lease Policy](#)

Related Forms

- [Salary package parking](#)
- [Salary package childcare fees](#)
- [Salary packaging application - Other benefits](#)
- [Salary package Monash Sport membership](#)
- [Salary package superannuation \(continuing / fixed-term staff\)](#)
- [Salary package superannuation \(casual / sessional staff\)](#)

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Procedure owner	Executive Director, Monash HR
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